Jerry Development
(Sr Citizens
Rec. Area)

Contractural Documents

For

SENIOR CITIZENS RECREATION AREA
JULIUS F. BISHOP PARK
ATHENS, GEORGIA

Mayor and Council of the City of Athens

Funded By

Land and Water Conservation Fund #13-00424

And

Community Development Block Grant Program

City of Athens

No. 1

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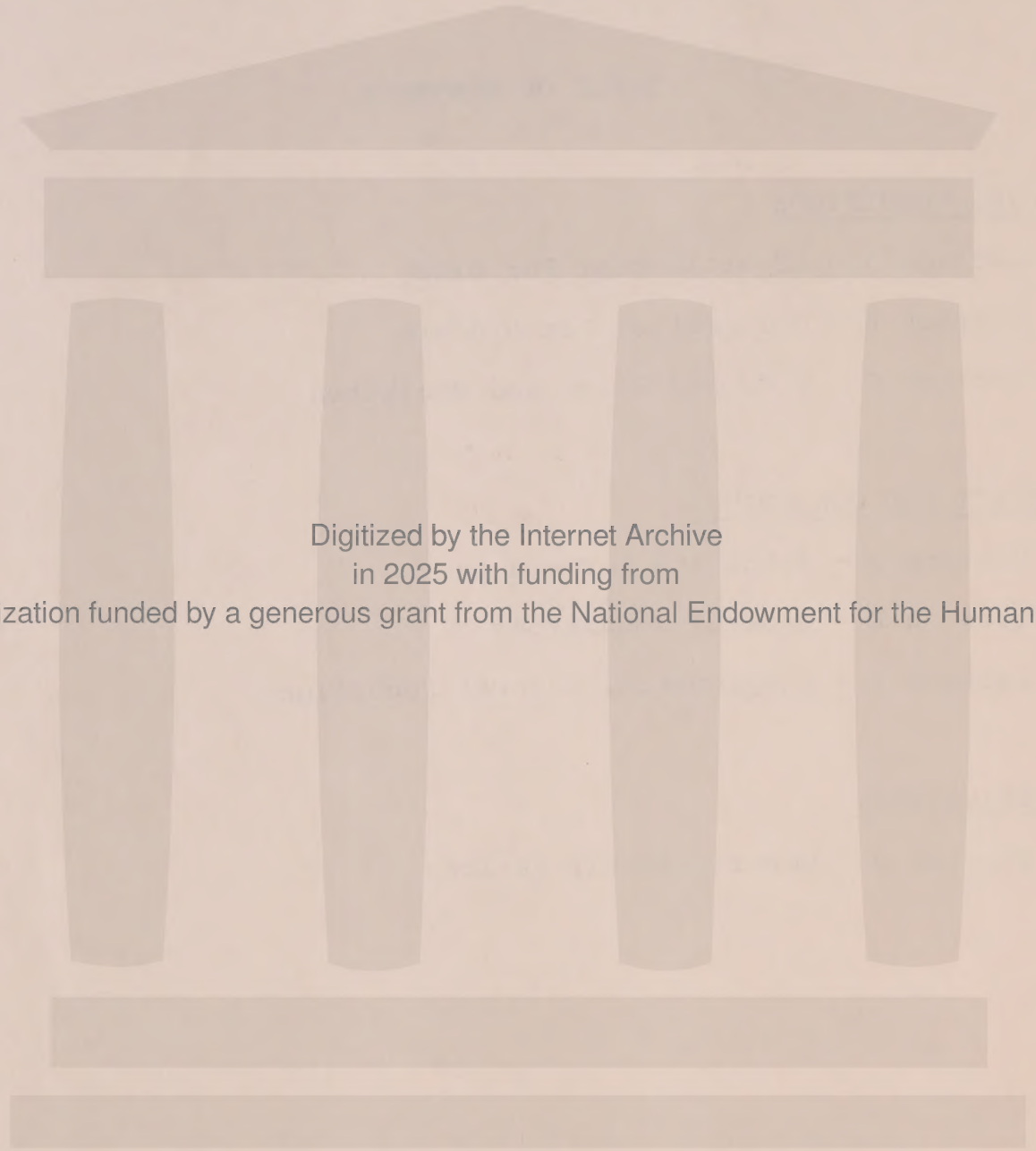

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SECTION A

ADVERTISEMENT FOR BIDS

ADVERTISEMENT FOR BIDS

ADVERTISEMENT FOR THE INVITATION TO BID ON

Community Development Department
Project No. CD-3-001R

Sealed proposals from General Contractors will be received by the City Engineer, for the City of Athens, Georgia, at the City Hall up to 3:00 p.m. E.S.T. Time on November 8, 1978, for all labor and/or materials required to fully complete a Senior Citizens Recreation Area at Julius F. Bishop Park

All proposals will be publicly opened and read aloud at 3:00 p.m. Eastern Standard Time on November 8, 1978, at the Conference Room, Athens City Hall, Athens, Georgia.

Bidding documents may be obtained from the City Engineer, City Hall, 301 College Avenue, Athens, Georgia 30601 beginning October 25, 1978. Applications for documents, together with deposit of $20.00 per set, should be filed promptly with the City Engineer, City of Athens. Bidding materials will be forwarded, shipping charges collect, upon receiving deposit. The full amount of deposit for documents will be refunded to each contractor who submits a bona fide bid upon return of such documents in good condition within 30 days after date of opening bids. All other deposits for complete sets will be refunded with deduction of $10.00 upon return of same in good condition within 30 days after date of opening bids. Otherwise, the entire deposit may be retained by the City Engineer, City of Athens. Vendors or sub-contractors may obtain partial sets at actual cost of reproduction without refund.

Contract, if awarded will be on a Unit price/lump sum basis. No bid may be withdrawn for a period of 30 days after the time and date of opening. Bids must be accompanied by the proposal, the breakdown, and a Bid Bond from a Corporate Surety Agency authorized to do business in Georgia in an amount not less than 5 percent of bid base. Both Performance and Payment Bonds from a Corporate Surety Agency authorized to do business in Georgia will be required in an amount equal to 100 percent of the contract price. Surety agents must have a local agent located and authorized to do business in Clarke County, Georgia.

All persons or firms desiring to submit bids on said site plans shall be required to comply with the Federal Labor Standards Provisions, General Conditions, Section E, Subsection 50 through 68 (a) and will be supplied with the plans and specifications.

The Owner reserves the right to reject any or all bids and to waive technicalities and informalities. No conditional bids will be accepted.

BY: _____

UPSHAW C. BENTLEY, MAYOR
CITY OF ATHENS, GEORGIA

SECTION B

INFORMATION FOR BIDDERS

INFORMATION FOR BIDDERS

1. Receipt And Opening Of Bids

The Mayor and Council of the City of Athens (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the office of the City Engineer, 301 College Avenue, Athens, Georgia 30601 until 3:00 o'clock Eastern Standard Time, November 8, 1978, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to City Engineer, City of Athens, 301 College Avenue, Athens, Georgia 30601 and designated as Bid for Senior Citizens Recreation Area.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 30 days after the actual date of the opening thereof.

2. Preparation Of Bid

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

3. Subcontracts

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner and the Department of Housing and Urban Development.

4. Telegraphic Modification

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was

mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5. Method Of Bidding

The Owner invites the following bid(s):

Unit Price/Lump Sum

6. Qualifications Of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform his work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

7. Bid Security

Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such cash, checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cash, checks, or bids bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within 30 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

8. Liquidated Damages For Failure To Enter Into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

9. Time Of Completion And Liquidated Damages

Bidder must agree to commence work on or before a date to be specified in a written "Notice To Proceed" of the Owner and to fully complete the project within 60 consecutive calendar days thereafter. Bidder must agree also to pay as liquidated damages, the sum of $25.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

10. Conditions Of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

11. Addenda And Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writting addressed to H. L. Pittard, City Engineer at City Hall, 301 College Avenue, Athens, Georgia 30601 and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

12. Security For Faithful Performance

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

13. Power Of Attorney

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. Notice Of Special Conditions

Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

(a) Inspection and testing of materials
(b) Insurance requirements
(c) Wage rates
(d) Stated allowances

15. Laws And Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

16. Method Of Award - Lowest Qualified Bidder

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract, the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates in any order or fashion listed in the Form of Bid, as produces a net amount which is within the available funds.

17. Obligation Of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

SECTION C

PROPOSAL FORM AND BREAKDOWN

P R O P O S A L

Submitted _____

TO THE MAYOR AND COUNCIL OF THE CITY OF ATHENS

The undersigned, as Bidder, hereby declares that the only person or persons interested in the proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the specifications for the work and contract documents relative thereto; and that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the Mayor and Council of the City of Athens in the form of contract specified, to furnish all necessary materials, equipment, machinery tools, apparatus, means of transportation, and labor necessary to and to complete the works specified, under the following items, and in the contract, and called for by the specifications, in the manner specified and the time mentioned, according to the requirements or hereinafter set forth, for the following prices to include all cost incidental to the work to which it applies, to wit: Construct Senior Citizens Recreation Area Per Plans and Specifications for the sum of _____ DOLLARS $_____.

BID FORM

TOTAL BID PRICE _____ DOLLARS

($_____)

It is understood that the itemized quantities herein listed are not guaranteed as to accuracy but are to be used for the purpose of comparing bids. Bid comparisons will be made on the basis of total amounts derived from the unit prices bid at the quantities herein shown. The final amount to be paid the Contractor for the work shall be the sum of the actual quantities of installed work at the unit prices bid.

ITEM	QUANTITY	UNIT PRICE	TOTAL
Unclassified Excavation	330 C.Y.		
Fill (From Borrow Pit)	110 C.Y.		
Remove And Haul Off Sidewalk	Lump Sum		
Rock (Pre-Bid)	-	$15 C.Y.	-
Irrigation	Lump Sum		
Relocate Transformer	Lump Sum		
Lighting	Lump Sum		
Concrete Paving	3200 S.F.		
Asphalt Paving	515 S.Y.		
Flagstone Paving	675 S.F.		
Concrete Retaining Wall	240 S.F.		
Retaining Wall Seats	60 L.F.		
Steps	Lump Sum		
Benches (Installed)	8 Each		
Horseshoe Pits (Installed)	Lump Sum		
Trash Receptacles (Installed)	2 Each		
Fence (Installed)	Lump Sum		
Chess/Checkers Seats (Installed)	12 Each		

ITEM	QUANTITY	UNIT PRICE	TOTAL

DEDUCTABLE ALTERNATIVES

1.	Delete Lighting	Lump Sum
2.	Delete Steps	Lump Sum
3.	Delete Benches	8 Each
4.	Delete Horseshoe Pits	Lump Sum
5.	Delete Trash Receptacles	2 Each
6.	Delete Fence	Lump Sum
7.	Delete Checker Seats	12 Each
8.	Delete Transformer Relocation	Lump Sum

In full and complete accordance with the shown, noted, described and reasonably intended requirements, Specifications and Contract Documents, to the full and entire satisfaction of the City of Athens, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents. The Bidder further proposes and agrees hereby to commence the work with an adequate force and equipment on a date to be specified in a written order of the City Engineer so to do, and to complete fully all work hereunder within 60 calendar days from and including said date.

The undersigned further agrees that, in case of failure on his part to execute the said Contract and the Bond within ten (10) consecutive calendar days after written notice being given of the award of the Contract, the check or Bid Bond accompanying this bid, and the monies payable thereon, shall be paid into the funds of the City of Athens, as liquidated damages for such failure; otherwise, the check or Bid Bond accompanying this proposal shall be returned to the undersigned.

Attached hereto is a certified check on the _____ _____ Bank, or a Bid Bond, for the sum of _____ DOLLARS ($_____) made payable to the City of Athens.

_____ L.S.

_____ L.S.

_____ L.S.

ADDRESS:

_____

_____

SECTION D

BONDS AND AGREEMENTS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto the Mayor and Council of the City of Athens hereinafter known as the "Owner", in the penal sum of _____ ($_____) Dollars for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed, this _____ day of _____, 19___.

The Condition of the above obligation is such that whereas the Principal has submitted to the Mayor and Council of the City of Athens, a certain Bid attached hereto and made a part hereof to enter into a contract in writing, for the complete work of _____, for the amount of _____ Dollars ($_____).

NOW, THEREFORE:

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (Properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulated and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their property officers, the day and year first set forth above.

_____(L.S.)
Principal

_____
Surety

By:_____

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

CONSTRUCTION AGREEMENT

STATE OF GEORGIA

CLARKE COUNTY

THIS AGREEMENT, made and entered into on the _____ day of _____ 19___, by and between the Mayor and Council of the City of Athens, party of the first part (hereinafter called the "Owner"), and _____, party of the second part (hereinafter called the "Contractor").

WITNESSETH:

That the contractor, for the consideration hereinafter fully set out, hereby agrees with the Owner as follows:

1. That the Contractor will furnish all equipment, tools, materials, skill and labor of every description necessary to carry out and complete in a good, firm, substantial and workmanlike manner, the work specified, in strict conformity with the drawings and the specifications hereinafter set forth, which drawings and specifications, together with the Proposal made by the Contractor, the Advertisement for Bids, Instructions to Bidders and Special Provisions, General Conditions, this Agreement, Performance and Payment Bonds, and all Addenda annexed hereto, shall form essential parts of this Agreement, as if fully contained herein. The work covered by this Agreement includes all work as shown on the drawings, specified and listed in the attached Proposal.

2. That the Contractor shall commence the work to be performed under this Agreement on a date to be specified in a written order of the Owner's Engineer and shall fully complete all work hereunder within _____ consecutive calendar days from said date, except as otherwise provided in these documents for extensions of the above time limit. Time is of the essence of this contract and the Contractor shall pay to the Owner, not as a penalty, but as liquidated damages the sum of one hundred ($100.00) dollars for each calendar day that he shall be in default of completing the work within the time limit named herein. Because of the difficulty of fixing damages suffered by the Owner on account of such default, damages are herein agreed upon as stated.

3. The Owner hereby agrees to pay to the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications or Proposal, in lawful money of the United States, the sum of _____ Dollars ($_____).

4. No later than the 15th day of each calendar month, as the work progresses the Owner shall make partial payments to the Contractor on the value of labor and materials incorporated into the work and of materials on hand at the site of the work, except cement and materials subject to deterioration, for, and including the last day of the preceding month, less payments already made and less deductions for any unaccepted or defective work.

5. Upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, final payment on account of this Agreement shall be made within thirty (30) days after the completion by the Contractor of all work covered by this Agreement and the acceptance of such work by the Owner.

6. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety and Payment Bonds hereto attached for its faithful performance, the Owner shall deem the Surety or Sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover performance of the work, the Contractor shall, at his expense, within five (5) days after the receipt of notice from the Owner so to do, furnish additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the Owner. In such event no further payment to the Contractor shall be deemed to be due under this Agreement until such new additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month and year first above written in six (6) counterparts, each of which shall, without proof or accounting for the other counterparts be deemed an original contract.

WITNESS (As to Contractor)
Signed and Sealed in the
presence of:

_____

_____

*CONTRACTOR

_____

By: _____

Title: _____

ATTEST: (SEAL)

_____
Secretary

(SEAL)

_____
(Recorder)

MAYOR AND COUNCIL OF THE CITY OF ATHENS

By: _____
(Mayor)

APPROVED AS TO FORM BEFORE EXECUTION

By: _____
Attorney, for the Mayor
and Council of the City
of Athens

*Note: If the Contractor is a corporation, the Agreement shall be signed by the President or Vice President, attested by the Secretary and the corporate seal affixed. If the Contractor is a partnership, the Agreement shall be signed in the Partnership name by one of the partners, with indication that he is a general partner.

PERFORMANCE BOND

CLARKE COUNTY)
) ss:
STATE OF GEORGIA)

KNOW ALL MEN BY THESE PRESENTS, that we _____ _____, hereinafter known as the "Contractor", as principal, and _____, as surety, are held and firmly bound unto the Mayor and Council of the City of Athens, hereinafter known as the "Owner", in the penal sum of _____ Dollars ($_____) lawful money of the United States of America, to be paid to the Owner, for the use and benefit of the said obligee, and of all persons doing work or furnishing skill, tools, machinery or materials under or for the purpose of the contract hereinafter named, for which payment, well and truly to be made, we bind ourselves, our successors and our several respective heirs, assigns, executors, and administrators, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED THIS THE _____ DAY OF _____, 19___.

WHEREAS, the above bounden _____ by an instrument in writing, bearing even date, with these presents, has contracted with the Owner to furnish all equipment, tools, materials, skill and labor for the completion of the work covered by the following items of the attached Proposal for _____ _____ _____.

All work to be performed in strict accordance with the attached Agreement or Contract and Specifications, which Contract is by reference made a part hereof:

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said _____ shall complete the work provided for in said Contract according to terms, and shall save the obligee hereunder free from all costs and charges that may accrue on account of the doing of the work specified in the contract, and shall comply with the laws appertaining to said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

AND THE FURTHER CONDITION OF THIS OBLIGATION IS SUCH THAT IF _____, as Contractor, shall fully and faithfully perform the work in accordance with the terms of the annexed contract therefor and the plans and specifications therein referred to, and provide the materials therein called for, and replace defective work or material for a period of one year after the completion of this contract, then this obligation shall be null and void; otherwise they, _____, as Contractor and _____, as Surety, jointly and severally agree to pay the Owner the difference between the sum to which the said _____ _____, as Contractor, would be entitled in the completion of the Contract, and that which the Owner may be obliged to pay for the completion of the work by Contract or otherwise, and agree to pay any damage, direct or indirect or consequential, which said Owner may sustain on account of such work or on account of the failure of said Contract, properly and in all things to keep and execute the provisions of the Contract.

And the said _____ as Contractor, and _____ as Surety, hereby further bind themselves, their successors, assigns, heirs, executors and administrators, jointly and severally, that they will indemnity and save harmless and will pay all amounts, damages, costs and judgements which may be recovered against, and all expenses incurred by, the Owner and all representatives of said Owner from or arising out of all or any suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work, or any such suit or claim arising from any other act, omission, negligence or misconduct of the Contractor, his agents, representatives, servants and employees in the performance of said work or of the repair of maintenance thereof, or the manner of doing the same, or the neglect of said Contractor, or agents or servants, or the improper performance of the said work by the Contractor or agents or servants, or the infringement of any patent rights by reason of the use of any equipment or materials furnished under the said Contract, and will also pay any damages for delay in performance within the time agreed, as stated in the Contract; further, failure so to do with such persons, firms, partnerships or corporation shall give them a direct right of action against the principal and surety under this obligation.

As the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

Without limiting the effect of any other provisions herein contained, this Bond is to be construed as a statutory bond under the provisions of Section 23-1705 of the 1933 Code of Georgia as amended to date.

IN WITNESS WHEREOF, the said _____ has caused _____ corporate seal to be hereto affixed, and these presents to be signed in its name by _____ _____ and the said _____ _____ as surety, has caused _____ _____ corporate seal to be hereto affixed and these presents to be signed in its name by _____ _____.

(As to Contractor)

*CONTRACTOR (SEAL)

Signed, sealed and delivered in the presence of:

_____

By: _____
(Name) (Title)

_____

ATTEST:

_____
Secretary

(As to Surety)

Signed, sealed and delivered in the presence of:

SURETY (SEAL)

_____

_____

By: _____
Attorney in Fact

APPROVED AS TO FORM:

COUNTERSIGNED:

_____
City Attorney

By: _____
Resident Agent
(Resident of Clarke County)

*NOTE: If the Principal is a corporation, the bond shall be signed by the President or a Vice-President, attested by the Secretary and the corporate seal affixed. If the Principal is a partnership, the bond shall be signed in the partnership name by one of the partners, with indication that he is a general partner.

Bond Approved _____
City Clerk

PAYMENT BOND

CLARKE COUNTY)
) ss:
STATE OF GEORGIA)

KNOW ALL MEN BY THESE PRESENTS, that we _____ _____, hereinafter known as the "Contractor", as principal, and _____ _____, as surety, are held and firmly bound unto the Mayor and Council of the City of Athens hereinafter known as the "Owner" in the penal sum of _____ Dollars ($_____) lawful money of the United States of America, to be paid to the Owner, for the use and benefit of the said obligee, and of all persons doing work or furnishing skill, tools, machinery or materials under or for the purpose of the contract hereinafter named, for which payment, well and truly to be made, we bind ourselves, our successors and our several respective heirs, assigns, executors, and administrators, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED THIS THE _____ DAY OF _____, 19___.

WHEREAS, the above bounden _____ _____ by an instrument in writing, bearing even date, with these presents, has contracted with the Owner to furnish all equipment, tools, materials, skill and labor for the completion of the work covered by the following items of the attached Proposal for _____ _____. All work to be performed in strict accordance with the attached Agreement or Contract and Specifications, which Contract is by reference made a part hereof:

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said _____ _____ and all subcontractors to whom any portion of the work provided for in the attached Agreement or Contract is sublet and all assignees of the said _____ _____ and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, material, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorneys fees, incurred by the claimant or claimants in suite on said bond, then the above obligations shall be void, otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Contractor and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the County in which the work provided for in said contract is to be performed or in any County in which said Contractor or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Contractor and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgement rendered thereon.

(b) The Principal and Surety hereby designate and appoint the CITY CLERK OF ATHENS, GEORGIA as the Agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Contractor and/or Surety.

(c) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said Contract.

(d) This bond is given pursuant to the terms of Section 23-1705 of the 1933 Code of Georgia as amended as all the provisions of law with reference to this character of bond as set forth in said section or as may hereinafter be enacted are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said _____ has caused _____ corporate seal to be hereto affixed, and these presents to be signed in its name by _____ and the said _____ as surety, has caused _____ corporate seal to be hereto affixed and these presents to be signed in its name by _____.

(As to Contractor)

_____ (SEAL)
*CONTRACTOR

Signed, sealed and delivered in the presence of:

By: _____
(Name) (Title)

_____

_____

ATTEST:

(As to Surety)

_____
Secretary

Signed, sealed and delivered in the presence of:

_____

_____

SURETY: (SEAL)

_____

By: _____
Attorney in Fact

APPROVED AS TO FORM:

_____
City Attorney

COUNTERSIGNED:

By: _____
Resident Agent
(Resident of Clarke County)

*NOTE: If the Principal is a corporation, the bond shall be signed by the President or a Vice-President, attested by the Secretary and the Corporate seal affixed. If the Principal is a partnership, the bond shall be signed in the partnership name by one of the partners, with indication that he is a general partner.

SECTION E

GENERAL CONDITIONS

GENERAL CONDITIONS

1. Contract and Contract Documents

The project to be constructed pursuant to this contract will be financed with assistance from the Department of Housing and Urban Development and is subject to applicable Federal laws and regulations.

The Plans, Specifications and Addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

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2. Definitions

The following terms as used in this contract are respectively defined as follows:

(a) "Contractor": A person, firm or corporation with whom the contract is made by the Owner.
(b) "Subcontractor": A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.
(c) "Work on (at) the project": Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.

3. Additional Instructions and Detail Drawings

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Architect/Engineer will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Architect/Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work.

4. Shop or Setting Drawings

The Contractor shall submit promptly to the Architect/Engineer two copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Architect/Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Architect/Engineer with two corrected copies. If requested by the Architect/Engineer the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Architect/Engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless he notifies the Architect/Engineer in writing of any deviations at the time he furnishes such drawings.

5. Materials, Services, and Facilities

(a) It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.
(b) Any work necessary to be performed after regular working hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner.

6. Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

7. Inspection and Testing of Materials

(a) All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The Owner will pay for all laboratory inspection service direct, and not as a part of the contract.
(b) Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

8. "Or Equal" Clause

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Architect/Engineer, of equal substance and function. It shall not be purchased or installed by the contractor without the Architect/Engineer's written approval.

9. Patents

(a) The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.
(b) License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not by or through the Contractor.
(c) If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

10. Surveys, Permits, and Regulations

Unless otherwise expressly provided for in the Specifications, the Owner will furnish to the Contractor all surveys necessary for the execution of the work.

The Contractor shall procure and pay all permits, licenses and approvals necessary for the execution of his contract.

The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

11. Contractor's Obligations

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as

herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract any and all supplemental plans and drawings, and in accordance with the directions of the Architect/Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required.

The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Architect/Engineer and the Owner.

12. Weather Conditions

In the event of temporary suspension of work, or during inclement weather, or whenever the Architect/Engineer shall direct, the Contractor will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Architect/Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his Subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

13. Protection of Work and Property--Emergency

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the Owner, or his duly authorized representatives.

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Architect/Engineer, in a diligent manner. He shall notify the Architect/Engineer immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Architect/Engineer for approval.

Where the Contractor has not taken action but has notified the Architect/Engineer of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Architect/Engineer.

The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 17 of the General Conditions.

14. Inspection

The authorized representatives and agents of the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

15. Reports, Records, and Data

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.

16. Superintendence by Contractor

At the site of the work the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Architect/Engineer and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

17. Changes in Work

No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

(a) Unit bid prices previously approved.
(b) An agreed lump sum.
(c) The actual cost of:
    1. Labor, including foremen;
    2. Materials entering permanently into the work;
    3. The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
    4. Power and consumable supplies for the operation of power equipment;
    5. Insurance;
    6. Social Security and old age and unemployment contributions.

    To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

18. Extras

Without invalidating the contract, the Owner may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the Owner or its Architect/Engineer, acting officially for the Owner, and the price is stated in such order.

19. Time for Completion and Liquidated Damages

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed."

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is

allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; Provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

(a) To any preference, priority or allocation order duly issued by the Government;
(b) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
(c) To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article:

Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

20. Correction of Work

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Architect/Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Architect/Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Architect/Engineer shall be equitable.

21. Subsurface Conditions Found Different

Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, he shall immediately give notice to the Architect/Engineer of such conditions before they are disturbed. The Architect/Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Plans or indicated in the Specifications, he will at once make such changes in the Plans and/or Specifications as he may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 17 of the General Conditions.

22. Claims for Extra Cost

No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect/Engineer approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 17(c) of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

23. Right of the Owner to Terminate Contract

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notices to contain the reasons for

such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract; Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefor.

24. Construction Schedule and Periodic Estimates

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

25. Payments to Contractor

(a) Not later than the 15th day of each calendar month the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this contract, but to insure the proper performance of this contract, the Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by this contract: Provided, that the Contractor shall submit his estimate not later than the first day of the month; Provided, further, that the Owner at any time after fifty percent (50%) of the work has been completed, if it finds that satisfactory progress is being made, may make any of the remaining progress payments in full; Provided, further, that on completion and acceptance of each separate building, public work, or other division of the contract, on which the price is stated separately in the contract, payment may be made in full, including retained percentages thereon, less authorized deductions.

(b) In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.

(c) All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.

(d) Owner's Right to Withhold Certain Amounts and Make Application Thereof: The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this

contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

26. Acceptance of Final Payment Constitutes Release

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the Performance and Payment Bond.

27. Payments by Contractor

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof, not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used, and (c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of each subcontractor's interest therein.

28. Insurance

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

(a) Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

* (b) Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified in the Supplemental General Conditions.

(c) Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Supplemental General Conditions specified in subparagraph (b) hereof or, (2) insure the activities of his policy, specified in subparagraph (b) hereof.

(d) Scope of Insurance and Special Hazards: The insurance required under subparagraphs (b) and (c) hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under

*See Supplemental General Conditions

this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this contract as enumerated in the Supplemental General Conditions.

(e) Builder's Risk Insurance (Fire and Extended Coverage): Until the project is completed and accepted by the Owner, the Contractor (as shown in Supplemental General Conditions) is required to maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the Owner, the Contractor, subcontractors as their interests may appear. The Contractor shall not include any costs for Builder's Risk Insurance (fire and extended coverage) premiums during construction unless the Contractor is required to provide such insurance; however, this provision shall not release the Contractor from his obligation to complete, according to plans and specifications, the project covered by the contract, and the Contractor and his Surety shall be obligated to full performance of the Contractor's undertaking.

(f) Proof of Carriage of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the Owner."

29. Contract Security

The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract prices as security for the faithful performance of this contract and also a payment bond in an amount not less than one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by State, territorial or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.

30. Additional or Substitute Bond

If at any time the Owner for justifiable cause shall be or become dissatisfied with any surety or sureties, then upon the Performance or Payment Bonds, the Contractor shall within five (5) days after notice from the Owner so to do, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

31. Assignments

The Contractor shall not assign the whole or any part of this contract or any moneys due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any moneys due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the work called for in this contract.

32. Mutual Responsibility of Contractors

If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration if such other Contractor or subcontractors will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

33. Separate Contract

The Contractor shall coordinate his operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Architect/Engineer immediately of lack of progress or defective workmanship on the part of other Contractors. Failure of a contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

34. Subcontracting

(a) The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
(b) The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.
(c) The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
(d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
(e) Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

35. Architect/Engineer's Authority

The Architect/Engineer shall give all orders and directions contemplated under this contract and specifications, relative to the execution of the work. The Architect/Engineer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Architect/Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Architect/Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Architect/Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other Contractors performing work for the Owner shall be adjusted and determined by the Architect/Engineer.

36. Stated Allowances

The Contractor shall include in his proposal the cash allowances stated in the Supplemental General Conditions. The Contractor shall purchase the "Allowed Materials" as directed by the Owner on the basis of the lowest and best bid of at least three competitive bids. If the actual price for purchasing the "Allowed Materials" is more or less than the "Cash Allowance," the contract price shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "Allowed Materials" shall be included in the applicable sections of the Contract Specifications covering this work.

37. Use of Premises and Removal of Debris

The Contract expressly undertakes at his own expense:

(a) to take every precaution against injuries to persons or damage to property;
(b) to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;
(c) to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
(d) to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
(e) before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition;
(f) to effect all cutting, fitting or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Architect/Engineer, not to cut or otherwise alter the work of any other Contractor.

38. Quantities of Estimate

Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this contract, and such increase or diminution shall in no way vitiate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

39. Lands and Rights-of-Way

Prior to the start of construction, the Owner shall obtain all lands and rights-of-way necessary for the carrying out and completion of work to be performed under this contract.

40. General Guaranty

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

41. Conflicting Conditions

Any provisions in any of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

42. Notice and Service Thereof

Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.

43. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

44. Protection of Lives and Health

In order to protect the lives and health of his employees under the contract, the Contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract. He alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.

45. Subcontracts

The Contractor will insert in any subcontracts the sections 50 through 68a contained herein and such other clauses as the Department of Housing and Urban Development may, by instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

46. Equal Employment Opportunity

During the performance of this contract the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally-assisted construction

contracts, in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department of Housing and Urban Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

47. Interest of Member of or Delegate to Congress

No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

48. Other Prohibited Interests

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

49. Use and Occupancy Prior to Acceptance by Owner

The Contractor agrees to the use and occupancy of a portion or unit of the project before formal acceptance by the Owner, provided the Owner:

(a) Secures written consent of the Contractor except in the event, in the opinion of the Architect/Engineer, the Contractor is chargeable with unwarranted delay in final cleanup of punch list items or other contract requirements.

(b) Secures endorsement from the insurance-carrier and consent of the surety permitting occupancy of the building or use of the project during the remaining period of construction, or,

(c) When the project consists of more than one building, and one of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit to complete construction. Consent of the surety must also be obtained.

50. Federal Labor Standards Provisions (Applicability)

The Project or Program to which the work covered by this Contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

51. Minimum Wage Rates for Laborers and Mechanics

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified) the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (a copy of which is attached and herein incorporated by reference), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the Local Public Agency or Public Body for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period, are deemed to be constructively made or incurred during such weekly period.

52. Underpayments of Wages or Salaries

In case of underpayment of wages by the Contractor or by any subcontractor to laborers or mechanics employed by the Contractor or subcontractor upon the work covered by this Contract, the Local Public Agency or Public Body in addition to such other rights as may be afforded it under this Contract shall withhold from the Contractor, out of any payments due the Contractor, so much thereof as the Local Public Agency or Public Body may consider necessary to pay such laborers or mechanics the full amount of wages required by this Contract. The amount so withheld may be disbursed by the Local Public Agency or Public Body, for and on account of the Contractor or the subcontractor (as may be appropriate), to the respective laborers or mechanics to whom the same is due or on their behalf to plans, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

53. Anticipated Costs of Fringe Benefits

If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing fringe benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this Contract: Provided, however, The Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. A copy of any findings made by the Secretary of Labor in respect to fringe benefits being provided by the Contractor must be submitted to the Local Public Agency or Public Body with the first payroll filed by the Contractor subsequent to receipt of the findings.

54. Overtime Compensation Required by Contract Work Hours and Safety Standards Act (76 Stat. 357-360: Title 40 U.S.C., Sections 327-332)

(a) Overtime requirements: No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 8 hours in any calendar day or in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 8 hours in any calendar day or in excess of 40 hours in such work week, as the case may be.

(b) Violation: liability for unpaid wages liquidated damages. In the event of any violation of the clause set forth in paragraph (a), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violations of the clause set forth in paragraph (a), in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (a).

(c) Withholding for liquidated damages. The Local Public Agency or Public Body shall withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in the clause set forth in paragraph (b).

(d) Subcontracts. The Contractor shall insert in any subcontracts the clauses set forth in paragraphs (a), (b), and (c) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

55. Employment of Apprentices/Trainees

(a) Apprentices will be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the Bureau of Apprenticeship and Training, U.S. Department of Labor; or, if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, U.S. Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in subsection (b) immediately following or is not registered as above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor or Subcontractor will be required to furnish to the Local Public Agency or Public Body written evidence of the registration of his program and apprentices as well as of the appropriate ratios and wage rates, for the area of construction prior to using any apprentices on the contract work.

(b) Trainees will be permitted to work as such when they are bona fide trainees employed pursuant to a program approved by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, and where subsection (c) immediately following is applicable, in accordance with the provisions of 29 CFR 5a.

(c) On contracts in excess of $10,000 the employment of all laborers and mechanics, including apprentices and trainees, as defined in 29 CFR Part 5.2(c) shall also be subject to the provisions of 6(d) of this section.

(d) The Contractor agrees that:

(1) He will make a diligent effort to hire for the performance of the contract a number of apprentices or trainees, or both, in each occupation, which bears to the average number of journeymen in that occupation to be employed in the performance of the contract the applicable ratio as determined by the Secretary of Labor;

(2) He will assure that 25 percent of such apprentices or trainees in such occupation are in their first year of training, where feasible. Feasibility here involves a consideration of (a) the availability of training opportunities for first year apprentices, (b) the hazardous nature of the work for beginning workers, (c) excessive unemployment of apprentices in their second and subsequent years of training;

(3) During the performance of the contract he will, to the greatest extent possible, employ the number of apprentices or trainees necessary to meet currently the requirements of (1) and (2) immediately preceding;

(4) He will maintain records of employment by trade of the number of apprentices and trainees, apprentices and trainees by first year of training, and of journeymen, and the wages paid and hours of work of such apprentices, trainees and journeymen; and he will make these records available for inspection upon request of the Department of Labor and the agency;

(5) If he claims compliance based on the criterion stated in 29 CFR 5a.4(b), he will maintain records of employment, as described in the immediately preceding paragraph, on non-Federal and nonfederally assisted construction work done during the performance of the contract in the same labor market area; and he will make these records available for inspection upon request of the Department of Labor and the agency;

(6) He will supply one copy of the written notices required in accordance with 29 CFR 5a.4(c) at the request of Government compliance officers, and will supply at 3-month intervals during the performance of the contract and after completion of contract performance a statement describing steps taken toward making a diligent effort and containing a breakdown by craft, of hours worked and wages paid for first year apprentices and trainees, other apprentices and trainees, and journeymen. One copy of the statement will be sent to the agency and one to the Secretary of Labor.

56. Employment of Certain Persons Prohibited

No person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

57. Regulations Pursuant to So-Called "Anti-Kickback Act"

The Contractor shall comply with the applicable regulations (a copy of which is attached and herein incorporated by reference) of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948: 62 Stat. 862; Title U.S.C., Section 874: and Title 40 U.S.C., Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

58. Employment of Laborers or Mechanics not Listed in Aforesaid Wage Determination Decision

Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract will be classified or reclassified conformably to the wage determination by the Local Public Agency or Public Body, and a report of the action taken shall be submitted by the Local Public Agency or Public Body, through the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the Local Public Agency or Public Body shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for final determination.

59. Fringe Benefits not Expressed as Hourly Wage Rates

The Local Public Agency or Public Body shall require, whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Contractor is obligated to pay cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Local Public Agency or Public Body, shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for determination.

60. Posting Wage Determination Decisions and Authorized Wage Deductions

The applicable wage poster of the Secretary of Labor, United States Department of Labor, and the applicable wage determination decisions of said Secretary of Labor with respect to the various classification of laborers and mechanics employed and to be employed upon the work covered by this Contract, and a statement showing all deductions, if any, in accordance with the provisions of this Contract, to be made from wages actually earned by persons so employed or to be employed in such classifications, shall be posted at appropriate conspicuous points at the site of the work.

61. Complaints, Proceedings, or Testimony by Employees

No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

62. Claims and Disputes Pertaining to Wage Rates

Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the work covered by this Contract shall be promptly reported by the Contractor in writing to the Local Public Agency or Public Body for referral by the latter through the Secretary of Housing and Urban Development to the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.

63. Questions Concerning Certain Federal Statutes and Regulations

All questions arising under this Contract which relate to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the aforesaid Davis-Bacon Act, (d) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (e) the labor standards provisions of any other pertinent Federal statute, shall be referred, through the Local Public Agency or Public Body and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

64. Payrolls and Basic Payroll Records of Contractor and Subcontractor

The Contractor and each subcontractor shall prepare his payrolls on forms satisfactory to and in accordance with instructions to be furnished by the Local Public Agency or Public Body. The Contractor shall submit weekly to the Local Public Agency or Public Body two certified copies of all payrolls of the Contractor and of the subcontractors, it being understood that the Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. Each such payroll shall contain the "Weekly Statement of Complaince" set forth in Section 3.3. of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the Contractor and each subcontractor covering all laborers and mechanics employed upon the work covered by this Contract shall be maintained during the course of the work and preserved for a period of 3 years thereafter. Such payrolls and basic payroll records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contributions or costs anticipated of the types described in Section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. In addition, whenever the Secretary of Labor has found under Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor or subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Contractor and each subcontractor shall make his employment records with respect to persons employed by him upon the work covered by this Contract available for inspection by authorized representatives of the Secretary of Housing and Urban Development, the Local Public Agency or Public Body, and the United States Department of Labor. Such representatives shall be permitted to interview employees of the Contractor or of any subcontractor during working hours on the job.

65. Specific Coverage of Certain Types of Work by Employees

The transporting of materials and supplies to or from the site of the Project or Program to which this Contract pertains by the employees of the Contractor or of any subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the Project or Program to which this Contract pertains by persons employed by the Contractor or by any subcontractor, shall, for the purposes of this Contract, and without limiting the generality of the foregoing provisions of this Contract, be deemed to be work to which these Federal Labor Standards Provisions are applicable.

66. Ineligible Subcontractors

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the Local Public Agency's or Public Body's prior written approval of the subcontractor. The Local Public Agency or Public Body will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor or the Secretary of Housing and Urban Development, to receive an award of such subcontract.

67. Provisions to be Included in Certain Subcontracts

The Contractor shall include or cause to be included in each subcontract covering any of the work covered by this Contract, provisions which are consistent with these Federal Labor Standards Provisions and also a clause requiring the subcontractors to include such provisions in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may in turn be made.

68. Breach of Foregoing Federal Labor Standards Provisions

In addition to the causes for termination of this Contract as herein elsewhere set forth, the Local Public Agency or Public Body reserves the right to terminate this Contract if the Contractor or any subcontractor whose subcontract covers any of the work covered by this Contract shall breach any of these Federal Labor Standards Provisions. A breach of these Federal Labor Standards Provisions may also be grounds for debarment as provided by the applicable regulations issued by the Secretary of Labor, United States Department of Labor.

68. (a) Attachment

ATTACHMENT TO FEDERAL LABOR STANDARDS PROVISIONS

SO-CALLED "ANTI-KICKBACK ACT" AND REGULATIONS PROMULGATED PURSUANT THERETO BY THE SECRETARY OF LABOR, UNITED STATES DEPARTMENT OF LABOR

TITLE 18, U.S.C., section 874

(Replaces section 1 of the Act of June 13, 1934 (48 Stat. 948, 40 U.S.C., sec. 276b) pursuant to the Act of June 25, 1948, 62 Stat. 862)

KICKBACKS FROM PUBLIC WORKS EMPLOYEES

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than $5,000 or imprisoned not more than five years, or both.

SECTION 2 OF THE ACT OF JUNE 13, 1934, AS AMENDED (48 Stat. 948, 62 Stat. 862, 63 Stat. 108, 72 Stat. 967, 40 U.S.C., sec. 276c)

The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States, including a provision that each contractor and subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week. Section 1001 of Title 18 (United States Code) shall apply to such statements.

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Pursuant to the aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in Title 29, Subtitle A, Code of Federal Regulations, Part3. The term "this part," as used in the regulations hereinafter set forth, refers to Part 3 last above mentioned. Said regulations as follows:

TITLE 29 - LABOR

Subtitle A - Office of the Secretary of Labor

PART 3-CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Section 3.1 Purpose and scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C., 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally-assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power-lines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jettics, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms "construction," "prosecution," "completion," or "repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the United States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term does not include building or work for which Federal assistance is limited solely to loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any matter for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor, a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, indenpendent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of Laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 318, "Statement of Compliance", or on an

identical form on the back of WH 317, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 317 and WH 318 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

(29 F.R. 95, Jan. 4, 1964, as amended at 33 F.R. 10186, July 17, 1968)

Section 3.4 Submission of weekly statements and the preservation an and inspection of weekly payroll records.

(a) Each weekly statement required under 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) to profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (1) the (1) the deductions shall serve the convenience and interest of the employer.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under 516.27(a) of this title shall be kept.

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under 3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to be the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application shall identify the contractor contracts under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of Laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of 3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under 3.6 are prohibited.

Section 3.10 Mehtods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see 5.5(a) of this subtitle.

SECTION F

SUPPLEMENTAL GENERAL CONDITIONS

INSTRUCTIONS FOR CONTRACTORS REGARDING DEVELOPMENT OF AFFIRMATIVE ACTION PROGRAMS UNDER EXECUTIVE ORDER 11246

Executive Order 11246, as amended, required that construction contractors on Federally-assisted construction projects not discriminate in employment because of race, color, religion, sex, or national origin. The Executive Order further requires that these contractors "take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin." An Equal Employment Opportunity Clause embracing these principles of "nondiscrimination" and "affirmative action" are required in every nonexempt federally-assisted construction contract.

The Department of Housing and Urban Development, at 24 CFR, Part 130, has issued rules and regulations, which set out, for HUD-assisted construction projects, equal employment opportunity requirements. These requirements provide that the applicant for HUD-assisted construction projects will include, or cause to be included, the equal employment opportunity clause in all non-exempt construction contracts.

HUD's rules and regulations further require that each construction contractor and subcontractor with a contract of $100,000 or more, on a HUD-assisted project costing a $1,000,000 or more develop a written affirmative action compliance program. The written affirmative action plans of contractors and subcontractors are subject to review and approval by HUD and shall:

1. Identify areas of employment, employment policies, and employment practices which require actions by the contractor or subcontractor to assure equal employment opportunity to all employees without discrimination because of race, color, religion, sex, or national origin;

2. Analyze these areas, policies and practices to determine what actions by said contractor or subcontractor will be most effective in assuring equal employment opportunity; and

3. Establish a plan, including, when there are deficiencies in minority utilization, the development of specific goals and timetables, designed to achieve equal employment opportunity through those actions identified as potentially most effective.

When developing a written affirmative action program, the contractor or subcontractor must realize that the essence of "affirmative action" is the policy of developing programs which will provide, in detail, for specific steps to guarantee equal employment opportunity keyed to the problems and needs of minority groups, including when these are deficiencies in minority utilization, the development of specific goals and timetables for prompt achievement of full equal employment opportunity. Affirmative action can be more clearly understood and effective when contractors strive toward the attainment of specific numerical goals for the employment and upgrading of minority workers within given time periods. Goals should be arrived at through analysis of present policies and practices and may provide a means by which contractors and HUD can judge the results of the specific affirmative action steps taken.

A contractor's affirmative action plan should provide at least the following elements:

I. Company's Equal Employment Opportunity Policy;

A statement which clearly states the company's policy of nondiscrimination in employment because of race, color, religion, sex, or national origin.

II. Coordination and Administration of Program:

Designate person and way to contact person who will be responsible for coordination of company's equal employment opportunity program. Also outline how policy and affirmative action program will be desiminated to all employees.

III. Analysis of:

A. Recruitment and Employment Practices;

Consider the extent to which present hiring practices and policies, including recruitment sources, act to exclude minorities from becoming applicants for employment with your company.

B. Work Force;

Consider the current extent of minority group employment in skilled, semi-skilled, and unskilled categories on all the company's projects.

C. Opportunities for Placement;

Consider the anticipated opportunities for placing new employees in skilled, semi-skilled or unskilled categories with company during the period in which the HUD-assisted work is being done.

IV. Establishment of Goals and Timetables;

Based on the analysis done in preceding Section, develop numerical goals (in numbers or percentage man-hours) to work toward within a given time period (time period within which HUD-assisted work will be done) in placing minorities in skilled, semi-skilled, or unskilled but trainee positions with your company.

V. Specific Affirmative Action Steps

Develop specific affirmative action steps which company will make in efforts to reach goals and thus provide equal employment opportunity.

SAMPLE AFFIRMATIVE ACTION PROGRAM FOR CONSTRUCTION CONTRACTOR

(Construction Company Letterhead)

Project No.:_____

Project Name:_____

Location:_____

Sponsor:_____

Affirmative Action Plan

I. Equal Employment Opportunity Policy

It is the policy of _____Company not to discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. This policy extends to all matters relating to recruitment, hiring, promotion, transfer, recruitment or recruitment advertising, rates of pay and other forms of compensation, and selection for training.

Furthermore, it is the policy of this company to cooperate to the fullest extent with the applicable rules, regulations and orders issued pursuant to Executive Order 11246. It is intended that all officials and employees of this company be informed of this statement of policy and that this policy shall be applied to every phase of employee recruitment, including employment agencies, labor organizations and advertising.

II. Coordination and Administration of Program

1. The company vice-president, Mr. _____ will serve in the capacity of Equal Employment Opportunity Coordinator. He will be responsible for the overall administration of this Affirmative Action Plan and will assist in EEO matters at the Branch Office and at project construction sites.

2. Administration of this Plan at the project site will be the responsibility of the company's Project Manager.

3. Management will check with each superintendent bi-weekly to ensure that this company's equal employment opportunity obligations, policy, and plan are being implemented.

4. A copy of this affirmative action plan will be provided to each employee and posted on the company's bulletin boards at the main office, the branch office, and all project sites.

III. Analysis of

A. Recruitment and Employment Practices

1. We employ essentially four categories of craftsmen. Our brickmasons and equipment operators are referred from the Bricklayers Local #152 and the Operators Local #617, respectively. During the past year , Bricklayers Local #152 has referred approximately 71 employees to us, of which approximately 17, or 24% were minority. During that same period, the Operators Local #617 referred 11 employees, of which none were minority.

2. We secure our Carpenters and Laborers through walk-ins and word of mouth. During the past year we have employed approximately 63 Carpenters of which 3 were minority (approximately 5%). These were referred to the Carpenters Local #104 and admitted for membership. Of approximately 80 minority walk-in applicants, 60 were employed as Laborers.

B. Present Work Force

	Total	Non-Minority	Minority
Brickmasons	46	30	16
Operators	3	3	0
Carpenters	31	28	3
Laborers	54	5	49

C. Opportunities for Placement

During the period of the next 12 months we anticipate (because of attrition or expansion) employing maybe 50 new craftsmen by categories as follows:

Brickmasons	14
Operators	1
Carpenters	10
Laborers	25

IV. Goals and Timetables

Our minority employment goals for the next twelve month period is as follows:

Brickmasons	3
Operators	1 (oiler, trainee)
Carpenters	4

V. Specific Affirmative Action Steps

A. We will notify community organizations in writing that we are an equal opportunity employer and that we have employment opportunities available and will maintain records of the organizations' response. The following is a list of organizations we will notify:

1.
2.
3.

B. We will maintain a file of the names and addresses of each minority applicant referred to us and note what action was taken with each such referred applicant, and if the applicant was not employed, the reasons therefor. Where appropriate, applicant will be sent to union hiring hall for permit to work with our company.

C. We will promptly notify HUD when the union or unions with whom we have a collective bargaining agreement has not referred us a minority worker sent by us or we have other information that the union referral process impedes us in our efforts to meet our goals.

D. We will make specific efforts to encourage present minority employees to recruit their friends and relatives for positions we have available.

E. The company's EEO Coordinator will periodically inventory and evaluate all minority personnel in the Laborer category for promotional opportunities and encourage them to seek such opportunities where available.

F. The company will make sure that all facilities and company activities are non-segregated.

G. The EEO Coordinator will continually monitor all personnel activities to ensure that the company's EEO policy is being carried out.

H. We will solicit bids for subcontracts from available minority subcontractors engaged in the trades for which we need subcontractors. Where necessary, and possible, we will offer assistance to those minority subcontractors who bid or are awarded a subcontract with our company.

I. We will notify each subcontractor of his respective EEO obligation and actively cooperate with HUD in assuring compliance.

Signed: _____(Name)_____

_____(Title)_____

Note to Contractor:

This general outline may be used as a guide in developing an acceptable affirmative action program. Each program, however, should be tailored to the contractor's specific operation and needs.

PRINCIPLES OF AFFIRMATIVE ACTION PROGRAM FOR EQUAL EMPLOYMENT OPPORTUNITY

1. Prepare an Equal Employment Opportunity Policy. Make this policy known to all the employees and potential sources of employees.

2. Designate a person in a managerial capacity to coordinate equal employment opportunity efforts.

3. Assure non-discriminatory recruiting of staff taking appropriate steps such as:

   a. Placing employment advertisements in newspapers which serve the largest number of minority group people in the recruiting area.

   b. Recruiting through schools and universities having substantial proportions of minority students.

   c. Maintaining systematic contacts with minority and human relations organizations, leaders, and spokesmen to encourage referral of qualified minority applicants.

   d. Encourage present employees to refer minority applicants.

   e. Making it known to all recruitment sources that qualified minority members are being sought for consideration for professional, sub-professional and other office work whenever staff is needed.

4. Assure non-discriminatory hiring, taking appropriate steps such as:

   a. Instructing personally those of the staff who make hiring decisions that minority applicants for all jobs are to be considered without discrimination.

5. Assure that maximum use is made of sub-professional internship and other training to help equalize opportunity for minority persons such as:

   a. Sponsoring and assisting minority youths, as well as others, to enter sub-professional and professional training and making such training available to the maximum extent.

   b. Actively encouraging minority employees, as well as others, to increase their skills and job potential through participation in available training and education programs.

6. Assure non-discriminatory placement and promotion.

   a. Instruct personally those of the staff who make placement and promotion decisions that minority employees are to be considered without discrimination.

b. Encourage the promotion of minority employees who have increased their skills and job potential in accord with the affirmative action policies.

7. Assure non-discriminatory pay, other compensation and working conditions, taking appropriate steps as:

   a. Examining rates of pay and fringe benefits for present employees with equivalent duties, and adjusting any inequities found.

   b. Not reducing the compensation of existing employees who have been converted to on-the-job training status.

8. Encourage non-discriminatory contracting, taking appropriate steps such as encouraging minority group contractors and contractors with minority representation among their employees to submit proposals for contract work.

9. Follow through, questioning, verifying, making whatever changes or additions to the Equal Employment Opportunity Program that may be necessary to assure effectiveness.

SUPPLEMENT TO GENERAL CONDITIONS

1. SAFETY AND HEALTH REGULATIONS: The Contractor shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work and Safety Standards Act (PL 91-54). The regulations are administered by the Department of Labor and the Contractor shall allow access to the project to personnel from that Department.

2. CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE AND VEHICLE LIABILITY INSURANCE: The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance in an amount not less than $ 100,000 for injuries, including accidental death to any one person and subject to the same limit for each person, in an amount not less than $ 300,000 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than $ 100,000 per accident and $100,000 aggregate.

   The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage of the type and in the same amounts as specified in the preceding paragraph, or (2) insure the activities of his subcontractors in his own policy.

3. BUILDER'S RISK INSURANCE: As provided in the General Conditions, the Contractor will maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portions of the project for the benefit of the Owner, the Contractor, and all subcontractors, as their interests may appear.

4. SCOPE OF INSURANCE AND SPECIAL HAZARDS: All insurance required in this Contract shall cover any special hazards which may be encountered in the performance of this Contract as enumerated in the General Conditions.

5. SCHEDULE OF OCCUPATIONAL CLASSIFICATIONS AND MINIMUM HOURLY WAGE RATES AS REQUIRED UNDER PARAGRAPH 52 OF THE GENERAL CONDITIONS IS ATTACHED.

6. SECTION 3 CLAUSE OF THE URBAN DEVELOPMENT ACT OF 1978

a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

c. The contractor will send to each labor organization or representative of workers with which he has a collective bargain-agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

7. Flood Disaster Protection:

This Ageement is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construciton purposes as defined under section 3(a) of said Act, for use in an area identified by the Secretary as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to section 201(d) of said Act; and the use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors of assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under section 102(a) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

8. Lead-Based Paint Hazards:

The construction or rehabilitation of residential structures with assistance provided under this Agreement is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. Any grants or loans made by the Owner for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the provisions for the elimination of lead-base paint hazards under subpart B of said regulations, and the Owner shall be responsible for the inspections and certifications required under section 35.14(f) thereof.

The 24 CFR 35.61(c) definition of lead-based paint is as follows:

> "...with respect to paint which is manufactured after June 22, 1977, lead-based paint means any paint containing more than six one-hundredths of one percentum lead by weight (calculated as lead metal) in the total non-volatile content of the paint or the equivalent measure of lead in the dried film of paint already applied."

9. Compliance with Air and Water Acts:

This agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In compliance with said regulations, the following requirements shall be adhered to:

1. A stipulation by the contractor of subcontractors that any facility to be utilized in the performance of any nonemempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

2. Agreement by the contractor to comply with all the requirements of section 114 of the Clean Air Act, as amended, (42USC 1857c-8) and section 308 of the Federal Water Pollution Control Act, as amended, (33USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said section 114 and section 308, and all regulations and guidelines issued thereunder.

3. A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. Agreement by the contractor that he will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the Government may direct as a means of enforcing such provisions.

   In no event shall any amount of the payment provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under section 113 (c) (1) of the Clean Air Act of section 309(c) of the Federal Water Pollution Control Act.

10. The Contractor shall be aware that this project is being funded wholly or in part by the United States Department of Housing and Urban Development (HUD) and the following information shall be furnished to the Owner:

    a. A list of all subcontractors for approval with the HUD office. The Owner shall furnish a form to the Contractor for this information. No subcontractor shall be allowed on the job until he has been approved. Due within 10 calendar days after award of contract;

    b. A Construction Progress Schedule on a form prescribed by the Owner within 10 calender days after award of contract;

    c. A Schedule of Contract Payments on a form prescribed by the Owner within 10 calendar days after award of contract;

    d. A Periodic Estimate for Partial Payment on a form prescribed by the Owner. See page E-8, Paragraphs 24 & 25 for information on this matter;

    e. Change Orders, when necessary, on a form prescribed by the Onwer;

    f. An executed Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements (HUD-1421) shall be furnished to the Owner within 10 calendar days after award of contract;

g. An executed Subcontractor's Certification Covering Labor Standards and Prevailing Wage Requirements (HUD-1422) shall be furnished to the Owner on all subcontractors within 10 calender days after contract has been signed between contractor and subcontractor;

h. A written Affirmative Action Plan (AAP) by the Contractor and all Subcontractors as stated in the Supplemental General Conditions. Contractors Affirmative Action Plan shall be submitted within 10 calender days after award of contract and subcontractors Affirmative Action Plan shall be submitted within 10 calender days after contractor and subcontractor have signed contracts. Note: This applies to all contractors and subcontractors if their contract exceeds $10,000, and shall be kept on file with the Owner. All contracts or subcontracts exceeding $100,000 shall be sent to HUD for review and approval.

Due to the number of forms required for compliance, they are not inserted in the contract documents. However, these, and any required compliance forms are deemed to be inserted and all are as legally binding as if inserted to the contract documents. At the time of the opening of bids, each bidder will be presumed to have reviewed all stated compliance forms, and to have read and to be thoroughly familiar with the forms. The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid. The above stated forms may be reviewed at the office of Jerry Myers, Coordinator, Physical Projects, City Hall, Room 204, Athens, Georgia.

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
AREA OFFICE
PEACHTREE CENTER BUILDING, 230 PEACHTREE STREET, N.W.
ATLANTA, GEORGIA 30303

REGION IV
Pershing Point Plaza
371 Peachtree Street, N.E.
Atlanta, Georgia 30309

August 28, 1978

IN REPLY REFER TO:
4.1SL

Mr. Jerry R. Myers
Coordinator Physical Projects
City of Athens
301 College Avenue
Athens, Georgia 30601

Dear Mr. Myers:

Subject: Project No. B-78-HN-13-0003
Recreation Facility Improvements
Wage Decision No. 78-GA-512

Enclosed is a copy of the Department of Labor Wage Decision applicable to the subject project. It must be reproduced in its entirety and incorporated in the contract specifications before release to prospective bidders. The paragraphs marked below apply to this project.

[X] This Wage Decision will expire on December 22, 1978. If the contract will not be awarded by this date, you must order a new Wage Decision. Since it takes approximately 45 days to receive a new one, please submit your request sufficiently in advance for us to obtain a new Decision before the current one expires.

[ ] This Wage Decision is effective until a supersedeas decision is issued by the Department of Labor. Any modifications to this wage determination which are published in the Federal Register 10 days or more before the opening of bids shall also be applicable to the above project.

[ ] Since multiple wage schedules have been issued for this project, they must be utilized and the advertised and contract specifications must identify as specifically as possible the segments of work to which each schedule will apply.

The enclosed Wage and Hour, Equal Opportunity, and Safety and Health posters must be posted at the job site, along with a copy of the applicable Wage Decision.

Sincerely,

Bill W. Dorris

Bill W. Dorris
Labor Relations Specialist

Enclosures

U. S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION

REQUEST FOR DETERMINATION AND RESPONSE TO REQUEST

(Davis Bacon Act as Amended and Related Statutes)

FOR DEPARTMENT OF LABOR USE

Response To Request

a. ☐ Use area determination issued for this area

b. ☒ The attached decision noted below is applicable to this project

Decision Number: 78-GA-512

Date of Decision: 8-25-78

Expires: 12-22-78

Supersedes Decision Number:

Approved

Robert A. Boyle

Director
Division of Construction
Wage Determinations
Wage and Hour Division

Requesting Officer (Typed name and signature): Gene Bowen Brown

Gene B. Brown, Wage Requirements Clerk

Department, Agency, or Bureau	Phone Number
DHUD - AAO	221-4637

Date of Request	Est. Advertising Date	Est. Bid Opening Date
8/9/78	10/1/78	10/15/78

Prior Decision Number (if any)	Est. $ Value of Contract	Type of Work
	☒ Under ½ Mil. ☐ 1 to 5 Mil. ☐ ½ to 1 Mil. ☐ Over 5 Mil.	☐ Bldg. ☐ Highway ☐ Resid. ☒ Heavy

Location of Project (city or other description): Athens

County	State
Clarke	Georgia

Address to which wage determination should be mailed. Must be complete and include ZIP Code. (Print or type)

Dept. of Housing & Urban Development
230 Peachtree Street, N. W.
Atlanta, Georgia 30303
Attn: Gene B. Brown

Wage Survey by Agency Attached	Wage Survey by Agency in Progress
☐ YES ☐ NO	☐ YES ☐ NO

Description of Work (Be specific) (Print or type) B-78-HN-13-0003
Recreation Facility Improvements, construct Senior Citizens Recreation Area including irrigation, landscaping, grading, electrical, plumbing, walks, benches, and general site improvements.

CHECK OR LIST CRAFTS NEEDED
(Attach continuation sheet if needed)

- ___ Asbestos workers
- ___ Boilermakers
- X Bricklayers
- X Carpenters
- X Cement masons
- X Electricians
- X Glaziers
- X Ironworkers
- X Laborers, *(specify classes)* Unskilled
- X Lathers
- X Marble & tile setters, terrazzo workers
- X Painters
- ___ Piledrivermen
- X Plasterers
- X Plumbers
- ___ Roofers
- X Sheet metal workers
- ___ Soft floor layers
- ___ Steamfitters
- X Welders--rate for craft
- X Truck drivers
- X Power equipment operators, *(specify types)*
  - X Backhoe
  - X Motor - Grader
  - X Dozer
  - X Front end loader

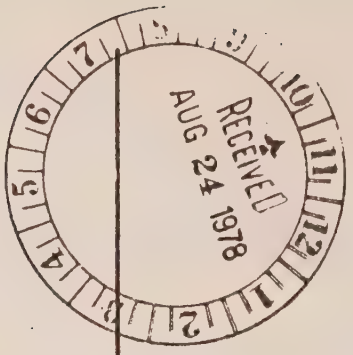
Other crafts
- X Roller

308-102

(THIS REPLACES FORMS DB-11 & DB-11a)

GPO : 1972 O - 471-927

STANDARD FORM- 308 JUNE 1972
U.S. DEPARTMENT OF LABOR
(29 CFR) Subtitle A, Part 5



GA-78-512

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
Carpenters	$ 4.37				
Concrete finishers	3.98				
Form setters	3.00				
Ironworkers - reinforcing	4.85				
Laborers:					
Asphalt rakers	3.55				
Pipelayers	2.92				
Unskilled	2.78				
Truck drivers	2.98				
Welders: Receive rate prescribed for craft performing operation to which welding is incidental.					
POWER EQUIPMENT OPERATORS:					
Aggregate spreader, stone spreader	3.35				
Asphalt distributor	3.37				
Asphalt paving machine	3.65				
Batching plant scaleman	3.50				
Bulldozer	3.68				
Concrete paving machine	3.65				
Crane, derrick, dragline	4.76				
Front end loader	3.50				
Mechanic	4.11				
Motor grader (patrol)	3.95				
Oiler - greaser	3.00				
Piledriver	4.00				
Roller	3.50				
Scraper - pan	3.64				
Tractor (farm type)	2.94				

[41:0-27]

Title 41—Public Contract and Property Management

CHAPTER 60—OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS, EQUAL EMPLOYMENT OPPORTUNITY, DEPARTMENT OF LABOR

PART 60-4—CONSTRUCTION CONTRACTORS—AFFIRMATIVE ACTION REQUIREMENTS

AGENCY: Office of Federal Contract Compliance Programs, Labor.

ACTION: Final rule.

SUMMARY: The regulations published today establish specific affirmative action standards for women in construction and consolidate and standardize requirements for construction contractors and subcontractors subject to Executive Order 11246, as amended to promote equal employment opportunity in the construction industry. In addition, this document deletes certain regulations which are superseded.

EFFECTIVE DATE: These regulations shall take effect May 8, 1978.

60-4.2 Solicitations.

(a) All Federal contracting officers and all applicants shall include the notice set forth in paragraph (d) of this section and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth in § 60-4.3 of this part in all solicitations for offers and bids on all federal and federally assisted construction contracts or subcontracts to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part. Administering agencies shall require the inclusion of the notice set forth in paragraph (d) of this section and the specifications set forth in § 60-4.3 of this part as a condition of any grant, contract, subcontract, loan insurance or guarantee involving federally assisted construction covered by this part 60-4.

(b) All nonconstruction contractors covered by Executive Order 11246 and the implementing regulations shall include the notice in paragraph (d) of this section in all construction agreements which are necessary in whole or part to the performance of the covered nonconstruction contract.

(c) Contracting officers, applicants and nonconstruction contractors shall give written notice to the Director within 10 working days of award of a contract subject to these provisions. The notification shall include the name, address and telephone number of the contractor; employer identification number; dollar amount of the contract, estimated starting and completion dates of the contract; the contract number; and geographical area in which the contract is to be performed.

FRIDAY, APRIL 7, 1978
PART IV

DEPARTMENT OF LABOR

Office of Federal Contract Compliance Programs

■

GOALS AND TIMETABLES FOR FEMALE AND MINORITY PARTICIPATION IN THE CONSTRUCTION INDUSTRY

Affirmative Action Requirements

(d) The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of $10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part (see 41 CFR 60-4.2(a)):

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

APPENDIX A

The following goals and timetables for female utilization shall be included in all Federal and federally assisted construction contracts and subcontracts in excess of $10,000. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a Federal or federally assisted construction contract or subcontract.

Timetable	Goals (percent)
From Apr. 1, 1978 until Mar. 31, 1979	3.1
From Apr. 1, 1979 until Mar. 31, 1980	5.0
From Apr. 1, 1980 until Mar. 31, 1981	6.9

Goals for Women apply nationwide.

APPENDIX B

Until further notice, the following goals and timetables for minority utilization shall be included in all Federal or federally-assisted construction contracts and subcontracts in excess of $10,000 to be performed in the respective covered areas. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a Federal or federally-assisted construction contract or subcontract.

Minority goals for the State of Georgia outside of the Atlanta and Savannah SMSA will be announced at a later date.

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

§ 60-4.3 Equal opportunity clauses.

(a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all nonconstruction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of $10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part and in construction subcontracts in excess of $10,000 necessary in whole or in part to the performance of nonconstruction Federal contracts and subcontracts covered

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activites to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilites shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Execu-

tive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(b) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR part 60-4 become effective.

SECTION G

GENERAL SPECIFICATIONS

I - General Specifications

A. The "Owner" shall refer to the authorized representative of the Mayor and Council of the City of Athens.

B. The Owner shall be responsible for all required site engineering work including, but not limited to grade staking and layout. The Contractor shall notify the Owner at least 24 hours in advance when site engineering services are needed unless such services are required as a result of a previous mistake made by the Owner.

C. All existing fences, gates, structures, lighting, paved parking areas, sidewalks, and other items shall be left in condition equal to its' condition at the start of the work, unless otherwise specified. The Contractor shall repair any damages occuring to this property during his occupancy of the site.

D. The Contractor shall further protect his liability as he deems,necessary keeping in mind that this is a public park where people of all ages wander freely.

E. All work performed is subject to review and approval by the Owner. Any work performed not in accordance with the drawings or specifications shall be removed and/or repaired to the satisfaction of the Owner and at the expense of the Contractor. No work will be considered ready for acceptance until all provisions of the drawings and specifications have been complied with, until all tests have been satisfactorily completed, and until final inspection of all work has been made.

F. All existing utilities are shown on the plans and the Contractor shall take extreme caution while excavating near existing utilities. At the request of the Contractor, or when necessary, the Owner will locate those existing utilitiy lines on-site. Should the Contractor damage these utilities, after location, he is solely and fully responsibile for their complete repair. The Contractor shall not be responsible for the damage of utility lines not noted on the drawings or located incorrectly on the site.

G. The Contractor shall obtain all building permits necessary to the completion of the work at his own expense.

H. All bidders are directed to visit the site and familiarize themselves with the present conditions thereof, as all contracts for this work will be based upon the assumption that the Contractor is conversant with conditions and has made all necessary allowances therefor in the preparation of his bid. Failure to do so will not

relieve the Contractor of the full responsibility and no extra allowance, added cost or extension of time will be made in such cases, except where underground conditions cannot be readily ascertained or reasonably identified by test reports, records of file, personal knowledge, or the like.

I. Correlation and Intent of Documents

The contract documents are complementary, and what is called for by one shall be as binding as if called for by all. The intention of the documents is to include all labor and materials, equipment, and transportation necessary for the proper execution of the work. It is not intended, however, that materials or work not covered by or properly inferable from any heading, branch, class or trade of the specifications shall be supplied unless distinctly noted on the drawings. Materials or work described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards. In the event the Owner shall have used such phrases anywhere in the specifications as: "Work indicated on the drawings and herein specified", "work shown and specified", "in accordance with drawings and specifications", "indicated on the drawings and specifications", "in accordance with specifications and applicable drawings", "these specifications and the accompanying drawings", "as indicated on the drawings and as specified herein", or similar expressions, they shall not be deemed to be and are not a defeasance of the provisions under the present article of the general conditions, and they are not to be construed as requiring work to be called for both in the specifications and in the drawings in order to be a requirement under the contract. Any of the aforesaid conjunctive expressions and phrases or any cross-references between drawings and specifications, between specifications and specifications, or between drawings and drawings to the contrary notwithstanding, the contract documents are complementary, and what is called for by one shall be as binding as if called for by all.

Should any contrasting statements be found between the specifications and the drawings, the Owner shall notify the Contractor in writing within 24 hours of the corrected intentions of the documents.

J. Payments Withheld

The Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect the Owner from loss on account of:

a. Defective work not remedied.
b. Claims filed or reasonable evidence indicating probable filing of claims.

c. Failure of the Contractor to make payments properly to subcontractors or for materials or labor.

d. A reasonable doubt that the contract can be completed for the balance then unpaid.

e. Damage to another Contractor or to some third party.

f. Failure to supply enough skilled workmen or proper materials.

When the above grounds are removed, payment shall be made for amount withheld because of them.

K. Notice of Readiness for Final Inspection

When the Contractor is ready for a final inspection, he shall give notice to the Owner with a copy to the Owner in the following words:

a. The work on the contract for the (show name of project as it appears in the form of agreement) having been fully completed except as stipulated hereinbelow, it is requested that a final inspection be made promptly by the Owner. The following work is incomplete through no fault of the contractor (list any work which the Contractor regards as a proper exception).

No final inspection shall be made until such time as the Owner has received a letter in the exact form indicated above. In the event the Contractor shall have issued the "Notice of Readiness for Final Inspection" prematurely he shall be liable for the damage resulting from the aforesaid false start including but not limited to the salaries, professional fees, and travel and living expenses of the persons or parties inconvenienced by the aforesaid false start. The Contractor acknowledges and agrees that he has an undivisible, indelegable, and intransferable contractual obligation to the Owner to make his own inspections of his own work at all stages of construction; and he shall supervise and superintend performance of the contract in such manner as to enable him to confirm and corroborate at all times that all work has been executed strictly, literally, rigidly, and inflexibly in accordance with the methods and materials designated in the contract documents. Accordingly, the Contractor agrees that he may not defend or excuse any deviation from the contract documents on the grounds (a) that the deviation was not brought to his attention by another person or party or other persons or parties or (b) that a subcontractor is or subcontractors are at fault.

L. Re-Examination or Re-Testing of Work Covered Pursuant to Constent of Owner

Re-examination or retesting of questioned work covered pursuant to consent of the Owner may be ordered by the Owner and if so ordered the work must be uncovered by the Contractor. If such work be found in accordance with the contract documents the Owner shall pay the cost of re-examination and replacement or of re-testing. If such work be found not in accordance with the contract documents the Contractor shall pay such cost.

M. Inspection does not Relieve Contractor

Under the contract documents the Contractor has assumed the responsiblity of furnishing all services, labor, and materials for the entire work in accordance with such documents. No provisions of this article nor any inspection of the work by the Owner, representatives of the Owner, resident engineer inspector, clerk-of-the-works, engineers employed by the Owner, representatives of the Owner, or the Owner shall in any way diminish, relieve, or alter said responsibility and undertaking of the Contractor; nor shall the omission of any of the foregoing to discover or to bring to the attention of the Contractor the existence of any work or materials injured or done not in accordance with said contract documents in any way diminish, relieve, or alter such obligation of the Contractor nor shall the aforesaid omission diminish or alter the rights or remedies of the Owner as set forth in the contract document.

N. Substitutions for Specified Equipment or Materials, "Or Equal"

When reference is made in the contract documents to trade names or to the names of manufacturers, such references are made solely to designate and identify the quality of materials or equipment to be furnished and are not intended to restrict competitive bidding. If it is desired to use materials or equipment of trade names or of manufacturers' names which are different from those mentioned in the contract documents, application for the approval of the use of the specified materials or the specified items of equipment as manufactured by firms other than those named in the contract documents must reach the hands of the Owner at least ten days prior to the date set for the opening of bids. The burden of proving equality of a proposed substitute to an item designated by trade name or by a manufacturer's name in the contract documents rests on the party submitting the request for approval. To be acceptable, a proposed substitute must, in addition, meet or exceed all express requirements of the contract documents. If the submittal is approved by the Owner, an addendum will be issued to all prospective bidders at least five days prior to the date set for the opening of bids.

O. Utilities

Pending the extension and connection of permanent water and permanent electric power, the Contractor shall obtain temporary water and temporary electric power at his own expense. In the absence of provisions to the contrary, the Contractor shall pay for all utilities services until the final certificate has been executed or until the work is occupied, whichever is the earlier.

P. Preconstruction Conference:

The Contractor shall meet with the Owner at a preconstruction conference to be held not later than seven days after the Contractor has received notification of the award of the contract. The Contractor shall have present at the preconstruction conference the job superintendent, and a representative from all his subcontractors.

Q. Affidavits

Before acceptance of work the contractor will be required to furnish Statutory Affidavit in duplicate in the exact form as shown hereinafter.

R. Deductible Alternates

The Contractor shall bid all deductible alternates shown on the bid form. The Owner reserves the right to delete any or all of these deductibles if he desires.

STATUTORY AFFIDAVIT

STATE OF GEORGIA, COUNTY OF _____

FROM _____
(Contractor)

TO _____
(Insert name of Owner as shown in Specifications)

_____

RE: Contract entered into the _____day of _____, 19 _____ between the above-mentioned parties for the construction of a

_____

_____

AT _____

KNOWN ALL MEN BY THESE PRESENTS:

1. The undersigned hereby certifies that all work required under the above contract has been performed in accordance with the terms thereof, that all materialmen, subcontractors, mechanics, and laborers have been paid and satisfied in full and that there are no outstanding claims of any character arising out of the performance of the contract which have not been paid and satisfied in full.

2. The undersigned further certifies that to the best of his knowledge and belief there are no unsatisfied claims for damages resulting from injury or death to any employees, subcontractors, or the public at large arising out of the performance of the contract, or any suits or claims for any other damage of any kind, nature, or description which might constitute a lien upon the property of the Owner.

3. The undersigned makes this affidavit as provided by law and for the purpose of receiving final payment in full settlement of all claims arising under or by virtue of the contract and acceptance of such payment is acknowledged as a release of the Owner from any and all claims arising under or by virtue of the contract.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of _____, 19 _____.

_____

_____

Personally appeared before the undersigned, _____ and _____ who after being duly sworn, depose (s) and say(s) that the facts stated in the above affidavit are true. This _____ day of _____, 19_____.

_____
Notary Public, _____ County, Ga.
My commission expires _____.

SECTION H

DETAILED CONSTRUCTION SPECIFICATIONS

SECTION 1 - GRADING

A. Scope: The work covered by this section consists of furnishing all materials and equipment and performing all labor necessary for furnishing and installing all grading deemed necessary by the Owner for completion of the Senior Citizens Recreation Area as specified.

B. Grading Plan: This section of specifications apply to those drawings as shown on the sheet entitled "GRADING".

C. Definitions:

1. Earth: Any material which can be removed by power equipment, power chisel (blade over 2", this tool shall not be required to be used where a jack hammer would normally be used) tractor drawn rippers, power shovel or hand tools. This includes boulders of ½ cubic yard or less.

2. Rock: Any material of volume and composition that cannot be removed by means hereinbefore specified and must be chiseled, drilled or blasted (See rock clause for additional payment).

3. Finished Grade: The required final grade elevations as indicated on the drawings.

   a. Allowances shall be made for thickness of the various finish materials in establishing proper subgrades. Allow 3" for top soil in all planted areas and thickness of paved areas as indicated on the plans. (Topsoil to be furnished and installed by Owner).

4. Unclassified Excavation: Unclassified excavation shall mean all cutting and moving of earth as indicated on the plans. After the earth is cut out from the designated areas, it shall be moved to the proposed fill areas and spread, tamped, and graded as specified. Unclassified excavation does not include fill (from borrow pit). Unclassified excavation is all earth that is designated to be moved within the project area and shall be bid in cubic yard unit prices including all cutting and moving, tamping, spreading, and regrading.

5. Fill (From borrow pit): Fill shall be that amount of earth required to complete the project which is not available on the existing site. The Contractor shall be responsible for locating his own borrow pit and excavating, hauling, spreading, grading and tamping all fill required. If the fill dirt has to be purchased, then the Contractor shall be responsible for that cost. The Owner shall be notified of the location of the borrow pit prior to any hauling. The Owner reserves the right to inspect the fill dirt for acceptance and accept or

reject the earth if it proves unsuitable. If the earth is unacceptable, then it shall be the responsibility of the Contractor to locate another area of borrow which will meet the requirements of the Owner. The fill dirt shall be similiar in content and consistency as that earth that exists in the project area. The Owner shall test the fill dirt in any method he chooses to assure suitability.

D. Clearing and Removal of Debris: The Contractor shall be required to break up and remove from the site that portion of the existing sidewalk as indicated on the plan. The exact portion to be removed shall be indicated by the Owner on-site. The concrete to be removed shall be separated from the existing sidewalk by sawing the separation with a concrete saw. The separation shall, if possible, occur at an existing dummy joint to insure that the proposed sidewalk will conform to grade and be as smooth a transition as possible. The concrete debris shall become the property of the Contractor for his disposal.

E. Setting of Grade Stakes: The Owner shall be responsible for the setting of all required grade stakes at all necessary locations. The Contractor shall be responsible for adhering to the grade stakes, as set, to within one-tenth of a foot of the set grade. All grades shall look and adhere to the grades as specified on the "grading plan" unless otherwise agreed upon between the Owner and the Contractor. The Contractor shall be responsible for preserving all stakes and marks as established by the Owner.

F. Excavation: Excavation shall not be made below required grade except where rock or stone masonry is encountered or removal of unstable material is directed by the Owner. (See rock clause, this section)

Material removed below grade shall be replaced with approved material thoroughly compacted or as otherwise directed by the Owner. Where excavation material is required for construction of embankments and the material encountered in the excavation consists of earth, soft rock, and hard rock, the Contractor shall construct the bottom of the fills with the hard rock, following this with the soft rock and finally the earth fill. The cost of all work in connection therewith, including stock piling and rehandling where required, shall be included in the bid price for grading.

The quantity shown on the bid proposal for cut is estimated only. The Contractor will be paid according to the actual amount of earth moved and measured on the site by the Owner.

G. Borrow: Where additional material is required to complete embankment or fill, the Contractor shall provide it. Should extra borrow be needed, the Contractor will be paid per cubic yard accordingly for the excess needed and hauled in off the site. The Contractor shall be responsible for locating his borrow pit.

H. Rock: Rock will be classified for additional payment. The bidder shall satisfy himself as to rock and other materials which may be encountered in excavation, and make proper allowances for all contingencies in his bid. Any information indicated on the drawings, or otherwise furnished, with reference to rock on the site are offered as information only. The Owner will not be responsible for subsurface conditions found to be otherwise.

Solid rock shall consist of such materials in the original bed or well defined ledges which in the opinion of the Owner cannot be removed with pick and shovel, ditching machine, backhoe, or other similiar devices, and which requires drilling and blasting, or the use of jack hammers or bullpoints. Boulders or detached pieces of rock having volumes or more than 8 cubic feet shall also be considered as rock.

The Owner must be given ample notice to measure all rock after it has been stripped and before it is blasted.

No payment will be made for any rock blasted before such measurement is made.

The Contractor shall be expected to remove any rock necessary to the required grade as set by the Engineer. Any rock encountered in any areas shall be removed to a minimum of 6" below the finished grade and backfilled as desired by the Owner. Excavation for grading in solid rock will be paid for at the unit price of ($15.00) per cubic yard. Prior to any rock removal, the Contractor shall inform the Owner of the discovery of rock. The Owner shall direct the Contractor to remove any soil or earth on top of the rock so grade shots may be taken prior to removal of rock. After the rock has been removed, the Contractor shall again notify the Owner so that grade shots can again be taken to determine the quantity of rock removed.

I. Fill: Excavation materials shall be so-handled, conserved, stored, and placed as to have the least desirable material at the bottom of embankments, grading up to the best material at the top.

Sandy soils shall be placed in four inch to six inch layers and compacted with caterpillar tractor, tamping roller, smoothwheel roller, weighing eight to ten tons, or approved pneumatic roller. Clay soil shall be placed in eight inch maximum layers and compacted with a

light tamping roller. The Contractor may use other equipment if approved. Places inaccessible to roller shall be compacted with mechanical or hand tamper. Stone and earth fill shall be well distributed. No stones over four inches in diameter shall be left within twelve inches of finished subgrade. Each layer shall be free from ruts and shall meet compaction requirements before succeeding layer is placed. Layers shall be maintained with crown or sloped to provide drainage and prevent erosion. Operation of equipment shall be distributed to avoid rutting and unequal compaction.

J. Compaction Requirements: In construction of embankments and preparation of subgrades the soil shall be compacted to meet the following specifications subject to inspection by the Owner in any method he desires:

All areas - 95% compaction.

The soil shall be treated and worked so as to be damp but not wet. Compaction must be such that no creeping or weaving appear ahead of the rollers.

K. Backfill: Backfill shall not be placed until all walls receiving backfill are braced or have set up or cured sufficiently to develop necessary strength to withstand the pressure without displacement or damage. Backfill material shall be clean and unfrozen, free from substances subject to rot, corrosion or termite infestations. Backfill shall be placed uniformly in horizontal layers not more than 6" thick. Tamp with power operated tampers or sheeps foot rollers over backfill areas.

L. Grading for Concrete Slabs and Paving: Fill materials under slabs and paving shall be the same as hereinbefore specified for backfill.

M. Fine Grading of Subgrade: Rough subgrade shall be cleaned of all loose or foreign material and reshaped if flooded. Approved material shall be added to meet required grade. Soft spots shall be eliminated and drained as specified by the Owner. The finished surface shall be smooth and even and shall not vary more than 1/10 of a foot from the required elevation.

N. Basis of Payment: This item will be paid for at the unit price agreed upon in the Contract. Rock will be paid for at the price per cubic yard as stated in the Contract. Payment will be compensation for furnishing, hauling, and placing all materials, backfilling, forms, equipment, tools, labor, incidentals and superintendence necessary to complete the work.

SECTION 2 - UTILITIES, IRRIGATION AND LIGHTING

A. Scope: The work covered by this section consists of furnishing all materials and equipment and performing all labor necessary for furnishing and installing all utilities and irrigation deemed necessary by the Owner for completion of the Senior Citizens Recreation Area as specified.

B. Transformer Relocation: The existing pad-mounted transformer, as noted on the plans, shall be relocated as shown. The Contractor shall coordinate this work with the Georgia Power Company and shall pay that company their cost of moving the transformer. This cost shall be included in your bid. Georgia Power Company shall be responsible for pouring a new concrete pad (or moving the existing one) and extending their feed lines to the transformer. The Contractor shall be responsible for relocating the power lines from the transformer to the adjacent buildings. This work shall be closely coordinated to prohibit an extended "blackout" of electricity to the buildings involved. The Contractor shall notify the Owner at least seven days in advance of the relocation so activities in these buildings may be rearranged. Upon disconnection of electricity, the Contractor shall make all efforts to complete the job as quickly as possible (preferably within one day). This job shall be closely coordinated with the Owner.

In no way shall the Contractor use more than 48 hours before reconnecting the electricity to the adjacent buildings. If the Contractor exceeds 48 hours, he shall bear all costs incurred on the Owner relating to the use of the buildings.

All reconnections shall be run underground at a minimum depth of 18". The Contractor shall obtain whatever permits necessary to complete the work in a professional manner. All electrical joints, trenches, wire, etc., shall meet the approval of the Owner and the electrical building code as being safe and capable of carrying the power load that will be transfered through the lines.

The transformer shall be moved to the exact location as shown on the plans.

All wire required to be extended shall be replaced with new wire which shall be long enough to complete the circuit. Wire size and quality shall meet or exceed the quality of the wire that currently exists. All work shall be in accordance with accepted electrical standards and shall be installed professionally. Wire that is required to be shortened in length shall be cut to the length required and reconnected using the existing wire.

C. Lighting: All lights indicated on the plan shall be of the size and type manufactured by Spaulding Incorporated, or equal. The type shall be that shown in said company's Designer Group Catalogue and known as the "Sculptura" model, or equal. The pole shall be the "Postop Round Pole", #902-10, tinted Tahitian Bronze. The pole shall be cast aluminum, 3" O.D., with a wall thickness of 0.125", or equal, as specified by said company. Paint finish and hardware shall be that specified by said company, or equal. Luminar shall be 18" in diameter, one piece opal white polycarbonate, with 100 watt, mercury vapor lamp, catalogue #802-100W -240V, or equal, as specified by said company. All poles and luminar shall contain all necessary hardware for installation and shall meet all guarants as indicated by Spaulding Incorporated, or equal. All poles shall be mounted in concrete as the company specifies or the Owner directs. Submittal data on all poles and lighting fixtures shall be required if any substitute is used in place of the specified products. The Owner reserves the right to inspect all submittal data and determine if it is equal or acceptable to the specified equipment.

D. Wiring Lights-Electrical Hook Up:

(1) Trenching: All trenching required shall occur after the proposed grade is established. All trenching necessary for the installation of lighting shall be no wider than necessary to place the line in the trench and perform necessary hookups. All wires shall be a minimum of 18" deep. After wire has been placed in the trenches and complete, all trenches shall be backfilled and tamped throughly to 95% compaction. The top of the trench shall be brought back up to the grade that existed prior to trenching. All trenches shall be tamped sufficiently enough to prevent settling. If extra fill dirt is required to meet the hereinbefore standards, then the Contractor shall provide the earth needed to accomplished this item.

(2) All wiring to the luminar shall be underground wire (18" deep minimum) as shown on the plans and sufficient to meet all electrical codes of the local, state, and federal regulations. All wiring is subject to inspection by the Owner for adequate safety and electrical code. Contractor shall make note of all existing and proposed underground utilities to prevent damaging these lines. If damage should occur, the Contractor shall be responsible for the repair of the damage to the full satisfaction of the Owner.

(3) Materials: Wire shall be #10 AWGUF underground copper cable, four wire system. Circuit breaker shall be 20 amp SWD Square - D.

(4) Work Procedure: Contractor shall install light posts in concrete as manufacturer specifies and install all attachments necessary. Contractor shall install circuit breaker in panel in electrical room of multi-purpose building as shown on plans. Electrical wire shall be installed in metal conduit and run to the floor of the electrical room before it is inserted through the wall. Electrical wire shall be enclosed in conduit through the wall and down the exterior of the building until it is approximately 12" underground. All wiring connections, conduit, circuit breakers, wire, and installation shall be subject to inspection by the City Inspection Department and shall be satisfactory to the Owner. No "splicing" of any wire between any lights or the panel box will be permitted.

(5) Basis of Payment: Lighting shall be paid for at the contract lump sum price, installed and completed inplace and accepted by the Owner.

E. Water Stub to Drinking Fountain: The Contractor shall tie to the existing 3/4" water line and stub out a 3/4" line for a drinking fountain where shown on the plans. The line shall be trenched as specified in Section 2, Paragraph D (1) of these specifications. All tees, elbows, pipe and all materials shall be gavanized and installation shall conform to all codes and accepted plumbing practices. The Owner shall inspect the work for acceptance. The stub shall be located in the exact location as shown on the plans and shall be left 6" below the finished grade, threated and capped. A minimum of 2'x2' area around the stub shall be left unpaved to facilitate installation of the fountain at a later date.

F. Irrigation: The irrigation system shall be installed as drawn and specified herein:

(1) Materials: Underground pipe shall be SDR-26-CL160 PVC for all pipe over 1½" diameter and SDR-21-CL200 PVC for all pipe under 1½" diameter. All fittings shall be of equal strength and meet manufacturer's specifications. All equipment necessary for vacuum breakers, valves, and risers shall be standard accepted equipment recognized in the plumbing trade and approved by the Owner. All other equipment shall be that as shown on the drawings, or equal.

(2) Trenching: Trenching shall be performed as specified in Paragraph D (1) of this section of specifications.

(3) Work Procedure: The Owner shall assist the Contractor in locating all lines and sprinkler heads prior to installation. The system shall be installed as shown on the plans according to accepted plumping practices and is subject to approval and acceptance by the City Inspection Department and the Owner.

The Owner shall provide the 2" water stub necessary to supply the system at the approximate location shown on the plans. The height of all impact sprinklers shall be that as directed by the Owner.

(4) Guarantee: The Contractor shall test the system in the presence of the Owner after completion and guarantee the materials and installation of the entire system for one year after acceptance by the Owner. The Contractor shall provide the Owner with a written copy of the guarantee after its' acceptance.

(5) Basis of Payment: This item shall be paid for at the contract lump sum price complete in place and accepted by the Owner.

SECTION 3 - CONCRETE PAVING

A. Scope: The work covered by this section consists of furnishing all materials and equipment and performing all labor necessary for furnishing and installing all concrete paving deemed necessary by the Owner for completion of the Senior Citizens Recreation Area as specified. This section shall apply to all concrete paved areas that are labeled on the drawings as "concrete paving".

B. Materials: All materials shall have a compressive strength of not less than 3000 PSI. No concrete shall be poured having a slump in excess of 5" or less than 3". All concrete shall be 4" thick except as otherwise indicated. Wire mesh reinforcing shall be 6x6x10.

C. Excavation: The subgrade shall be formed by excavating or filling to the required elevation for the bottom of the concrete. This shall include the removal of all materials of every description and of whatever substance encountered to the depths and widths shown on the plans or specified. If filling is required, selected backfilling material, approved by the Owner, shall be placed in uniform layers, not exceeding 12" inch thickness, with each layer thoroughly compacted with heavy duty power tamping tools. All excavation whether cutting and/or filling shall be performed to the full satisfaction of the Owner.

D. Forms: The forms shall be of wood, free from warp, and strong enough to resist springing while concrete is being placed. The wood form shall be of 2"x4" surfaced plank except for sharply curved sections. The form shall be the full depth of the paving, and shall be securely staked, braced and held to line and grade. All forms shall be cleaned and oiled before concrete is placed. Form oil shall be non-staining mineral oil.

All concrete areas shall have 6x6x10 wire mesh reinforcing midway the thickness of the slab.

E. Placing, Finishing, and Curving Concrete: The concrete shall be deposited in one course within the form on the wetted subgrade to such depth after finishing it will be of the full thickness required. It shall be leveled off, tamped and spaded enough to bring mortar and water to the surface after which it shall be finished smooth and even by means of a wooden float. (Shuffleboard courts shall have smooth finish and all other concrete paving shall have fine broom finish except where indicated). Before the concrete is given the final finish, the

surface of the walk shall be checked with a ten (10) foot straightedge and any irregularities more than one-eight inch in ten (10) feet shall be eliminated. Traverse contraction joints shall be formed with a tool designed to form a groove 1/3 the depth of the sidewalk at spaces not more than the width of the sidewalk (except the Shuffleboard courts which have no contraction joints). All edges shall be rounded with a one-quarter inch edger. The plaza area shall be scored in 4' squares as shown on the drawing with expansion joints inserted where shown and directed by Owner. Freshly placed concrete shall be protected from rain and flowing water. No concrete shall be poured when the atmospheric temperature is below 35 degrees Fahrenheit. All concrete poured in cold weather shall be first approved and supervised by the Owner.

F. Backfilling: After the concrete has set enough and the forms have been removed, the edges shall be protected from chipping and cracking until completion of the job. Where a concrete area adjoins a planting area, no backfill will be required. The Owner will place topsoil in this area. Where concrete paving adjoins another paved area or item, care shall be taken when joining the two so as to provide a smooth transition of the two materials.

G. Method of Measurement and Basis of Payment: Concrete paving will be measured in square feet complete in place and accepted. This item will be paid for at the contract unit price per square foot.

H. Curb Cuts: The Contractor shall cut all curbs and haul off the site as indicated on the plans and repour that section of curb as drawn, specified, or directed by the Owner. This item shall be included in the square foot unit price cost of concrete paving.

I. The concrete areas to be paved and the finish required are listed below:

1. 10' Driveway to multi-purpose building (Fine broom)
2. Plaza area (scored 4'x4') (Fine broom)
3. Replacement sidewalk on northern end of site (Fine broom)
4. Sidewalk joining existing walk (east side of site) to entrance to multi-purpose building. (Fine broom)
5. Shuffleboard courts (Smooth finish)

J. Concrete Pavers: The concrete pavers shown on the plans shall be installed by the Owner.

SECTION 4 - ASPHALT PAVING

A. Scope: All work covered by this section consists of furnishing all labor, equipment, and materials in performing all labor necessary for furnishing and installing all asphalt paving deemed necessary by the Owner for completion of the Senior Citizens Recreation Area as specified.

B. Materials: Materials for this section shall include base material and asphalt surface topping as described below:

(1) Base Material: All base material shall be crusher run gravel mix.

(2) Asphalt: All asphalt topping shall be type "E" hot mix asphaltic concrete composed of a uniform mixture of aggregates, asphaltic material and mineral filler.

C. Excavation: The subgrade shall be formed by excavating or filling to required elevation for the bottom of the paving. This shall include the removal of all materials of every description and of whatever substance encountered to the depths and widths shown on the plans or specified.

D. Forms: All areas of asphalt paving shall be formed on all sides using 1"x4" pressure treated pine. Radii shall be formed using the 1"x4" by sawing the lumber at bending points so that it shall curve to fit the described radius. All radii shall be sized as specified. Forms shall be free from warp, and strong enough to resist springing while asphalt is placed. The form shall be securely staked, braced, and held to line and finished grade of the asphalt. All stakes and braces shall be attached approximately one inch (1") below the top of the form on the exterior side of the edging. The forms shall remain in place after the asphalt is complete to form an edging between the path and the planting areas. The Contractor shall take care while rolling and tamping the asphalt so as to prevent damage to the forms. If the forms are damaged, the Contractor shall replace them to the full satisfaction of the Owner and at the cost of the Contractor.

E. Placing and Finishing Asphalt: After the area has been excavated for paving, a 3 inch layer of crusher run gravel mix shall be placed on top of the tamped subgrade and throughly tamped with a roller. After the crusher run has been compacted, all wood forms shall be staked and braced so that the top of the form is 3 inches above the top of the tamped crusher run. After all forms are secured, 3" of type "E" hot asphaltic concrete shall be placed on the paths. The asphalt shall then

be throughly rolled with a mechanical or hand roller to the approval of the Owner. The paths shall meet all grades as required on the plans and shall be smooth and even with the top of the forms. The Owner shall inspect the paving to assure that any sinking or rising in the paving is adjusted by the Contractor. No asphalt shall be layed unless atmospheric temperatures exceed 40° Fahrenheit and rising.

F. Backfilling: The forms shall be left after the paving is complete. No backfilling will be required where the paths adjoin a planted area.

G. Method of Measurement and Basis of Payment: Asphalt paving shall be measured in square yards complete in place and accepted. This item will be paid for at the contract unit price per square yard.

SECTION 5 - FLAGSTONE PAVING

A. Scope: All work covered by this section consists of furnishing all labor, equipment and materials for installation of the flagstone paving at the Senior Citizen Recreation Area.

B. Materials: Flagstone shall be Pennsylvania Slate, dark grey in color, uniform in texture and tone, natural cleft finish, free from chips, cracks, flaking or other defects. The flagstones shall be roughly rectangular in widths ranging from eight (8) to eighteen (18) inches with a minimum thickness of 1½ inches and a maximum of 2½ inches. Sand shall be clean and free of clay, organic material, rocks, lumps, and other extraneous matter.

C. Edging: Where another paved area does not provide a smooth edging (concrete or asphalt) a wooden form shall be installed to provide the necessary edging. This form shall adhere to Section 4, Paragraph D, of these specifications.

D. Excavation: The subgrade shall be formed by excavating (3) inches from the finished grade. The subgrade shall be thoroughly tamped with a roller. One and one half inches of sand shall be placed in the excavated area and throughly tamped with a roller to the satisfaction of the Owner.

E. Work Procedure: Stones shall be laid in a rectangular random one (1) inch unless otherwise specified. Stones shall be pressed into sand so that all stones are level on top and meet required grade as set by the Owner. The Owner shall inspect the first few stones set prior to commencing additional work so as to give his approval of the procedure and pattern. Any stones not laid to the satisfaction of the Owner shall be removed and relaid until satisfactory.

F. Finish: After all flagstone is set and accepted by the Owner, all voids shall be filled with a mixture of sand and mortar mix. The Owner shall require the Contractor to mix several samples of sand and mortar in different ratios until a workable material is accepted. This mix shall be spread on top of the flagstone and swept into the voids between the flagstone. All voids shall be filled level with the top of the flagstone. The Contractor shall wet the flagstone area, at the direction of the Owner, with enough water to permit the sand and mortar to mix and set up. After the mortar has set, all cracks or sinks shall be patched to the satisfaction of the Owner. After completion of all of the above items, the flagstone shall be cleaned by using accepted masonry standards to assure that all mortar markings are removed to the satisfaction of the Owner.

G. Method of Measurement and Method of Payment: Flagstone paving shall be measured in square feet complete in place and accepted. This item will be paid for at the contract price per square feet.

H. Tree Voids: Three voids are shown on the plans in the flagstone area which are provided for tree planting. These voids shall all have the edging as specified in Paragraph C of this section.

SECTION 6 - RETAINING WALL, SEATS AND STEPS

A. Scope: The work covered by this section consists of furnishing all materials and equipment and performing all labor necessary for installing all concrete retaining walls, seats, and steps deemed necessary by the Owner for the completion of the Senior Citizens Recreation Area as specified.

B. Materials: Materials shall conform to the following:

(1) Concrete: Concrete shall be 3000 PSI concrete. Concrete slump shall not exceed 5" nor be less than 3". Thickness shall conform to drawing.

(2) Cedar Planks: 4"x4" Cedar planks shall form the seating areas. Planks shall be Western Red Cedar, standard or better, dressed size, and cut to appropriate lengths.

All other materials shall meet recognized standards and shall be acceptable to the Owner.

C. Excavation: The subgrade for the footing shall be formed by excavating or filling to the required elevation for the bottom of the concrete. This shall include the removal of all materials of every description and of whatever substance encountered to the depths and widths shown on the plans or specified. All excavation whether cutting or filling shall be performed to the full satisfaction of the Owner.

D. Forms: All forms shall be wood, free from warp, and strong enough to resist springing while concrete is being placed. All forms shall be staked, braced, and held to line and grade. All forms shall be cleaned and oiled before concrete is placed. Form oil shall be non-staining mineral oil. All formwork must be secure enough to hold the pressure of the concrete until it cures. All formwork shall be approved by the Owner prior to placing concrete.

E. Shape and Height of Wall: The drawings indicate a 4 3/4" slant (15° angle) on the wall which was designed as a backrest for the seats. This slant shall only occur where seats are indicated on the plans. Those portions of the wall that do not have seats shall have no slant and shall be formed at a 90° angle with the paving surface. Those portions of the wall that have no seats, the top of the wall shall slope down in grade at a consistent angle with the backfill grade until it reaches the end of the wall. The end of the wall shall be six (6) inches above the finished proposed grade of the abutting path.

F. Work Procedures: The excavation for the footing of the retaining wall shall be formed in the tamped earth to the dimensions shown on the plans. Rebars shall be installed as shown and directed by the Owner. The footing shall be poured in place and accepted by the Owner. It shall be allowed to cure at least 24 hours before forming the wall. The retaining wall shall be formed to the satisfaction of the Owner using accepted concrete masonry practices. Formwork shall be approved by Owner prior to placing concrete. Concrete shall be placed in one course within the form to such depth that after finishing it will be of the full thickness required. If it appears to be impossible to pour the walls in one pour, then the Owner shall direct the Contractor as to where he may place a construction joint to permit pouring in sections. Concrete shall be placed in the form and worked so that no voids or air pockets will occur and a smooth exterior finish is accomplished. Prior to placing concrete, 15-¼"x3"x3" square tubing sleeves shall be positioned in the concrete form as shown on the drawings and at the spacing as directed by the Owner. Prior to placing concrete, 2½" PVC weepholes shall be positioned in the form on 10 foot centers as directed by the Owner. The fill side of the square tubing shall be capped to prevent water seepage. The exposed side of the square tubing shall be temporarily covered to prevent concrete from entering the tube. Both sides of the PVC shall be temporarily covered to prevent concrete from filling the pipe. After the concrete has had sufficient time to cure (minimum 24 hours) the forms shall be removed and all exposed areas of the wall shall be cleaned and brushed as necessary in accepted concrete masonry standards to provide a smooth, stain-free surface to the satisfaction of the Owner. All clips and holes shall be filled and smoothed to match the remaining surface of the wall to the satisfaction of the Owner. After the wall has been accepted by the Owner the temporary covers over the weepholes and iron shall be removed.

The Contractor shall pre-cut and pre-drill the 2½"x2½" square tubing to the sizes shown and insert them in the 3"x3" square tubing sleeves. Each 2½"x2½" tubing shall be welded to the 3"x3" tubing with a solid smooth weld where indicated on the plan. Each 4"x4" shall be cut to the dimensions as indicated on the plans and bolted to the square tubing with ½"x6½" machine bolt as indicated. Each 4"x4" shall have ½" spacing between them. Where 4"x4" are required to be joined, this shall occur only at the location of a 2½"x2½" square tubing support. The joint shall be notched or cut as directed by the Owner and as shown on the plan, to provide a smooth and safe joint capable of supporting the intended load. After assembly of the seats has been completed, all exterior corners of the 4"x4"'s shall be shall be chamfered a minimum of ½" (including ends) and all cuts and splinters shall be sanded smooth.

G. Painting: All 2½"x2½" square tubing supports shall be painted prior to installation. Each support shall receive two coats of rust proof primer and one coat of rust proof flat enamel of a brand name and color as selected by the Owner. Painting instructions shall be as specified by the manufacture.

H. Backfilling: After the concrete has set and the forms have been removed, backfilling of the wall may begin. General backfilling shall conform to Section 1, Grading, Paragraph K, of these specifications with the following exceptions:

> Approximately six inches of fill shall be placed as backfill and tamped throughly. After this operation is complete, the ¼"x6"x6" iron mesh shall be placed over each weephole in a temporary manner prior to the gravel placement. Number 57 gravel shall then be placed behind the wall as indicated on the plan and as directed by the Owner to assist in drainage. Gravel area shall be a minimum of 16" thick and 8" wide in all places.

I. Method of Measurement and Basis of Payment: The wall will be measured in surface square feet complete in place and accepted. This item will be paid for at the contract unit price per surface square foot. The seats shall be measured in terms of linear feet complete in place and accepted. This item will be paid for at the contract unit price per linear foot.

J. Steps: Steps shall be constructed as shown on the plans as specified in this section. The steps shall be paved in place in the location as shown on the plans. All excavation, forms, general work procedure, and backfilling shall be in accordance with this section of specifications (Section 6, Paragraph C, D, F, and H). method of payment shall be lump sum based upon the contract lump sum price, complete in place and accepted by the Owner.

SECTION 7 - SPECIALITIES

A. Scope: The work covered by this section consists of furnishing all materials and equipment and performing all labor necessary for installing all benches, horseshoe pits, trash receptacles, , shuffleboard courts, and fencing as deemed necessary by the Owner for completion of the Senior Citizens Recreation Area as specified.

B. Benches: Benches shall be built as drawn and specified herein.

1. Materials: 4"x4" dressed beams shall be Western Red Cedar, standard or better, cut in 6 foot lengths as specified. Legs shall be 2"x6" dressed yellow pine, S4S, cut to length as shown. Spacers shall be ½"x4"x4" Western Red Cedar, standard or better, placed as shown.

2. Excavation: Holes for legs shall be excavated to the dimensions as shown in tamped or undisturbed earth. Excess earth removed from the holes shall be used as fill in other areas or removed from the site. Benches in the flagstone area shall be installed prior to laying flagstone.

3. Work Procedure: All lumber shall be cut to sizes shown on drawings and all holes drilled. All iron shall be pre-cut and drilled as shown. Iron shall be painted as further stated in these specifications prior to assembly. One bench shall be completely assembled as per drawings and specifications. The Owner shall be notified and shall inspect the bench prior to further assemblies. After the Owner has approved the bench, the Contractor shall construct the remaining benches. Benches are to be installed as shown on the plans and as laid out by the Owner. The bench shall be completely assembled prior to installation. After the holes are excavated for the legs, a common brick shall be positioned in the bottom of the hole to support the bench. The portion of all legs that will be below finished grade shall receive one coat of creosote prior to installation. The benches shall be placed, staked, and braced as necessary to provide a level top 18" off the finished grade. Concrete shall be poured in one course and allowed to cure at least 24 hours prior to removing braces. The Contractor shall protect the benches and check them periodically to assure that they are still level and at 90o angles with the finished grade. After the footing has set and upon direction of the Owner, the forms may be removed. The Contractor shall chamfer all exterior edges of the 4"x4" at least ½" either after the bench is installed or prior to installation.

The bench shall be protected from damage after acceptance by the Owner until the job is complete and accepted.

4. Painting: All 2"x2" angle iron shall be painted and allowed to dry per manufacture's specifications prior to bench assembly. Angle iron shall receive two coats of rust-proof primer and one coat of rust-proof flat enamel in a brand name and color as selected by the Owner.

5. Basis of Payment: Benches shall be paid for at the contract unit price per bench complete in and accepted by the Owner.

C. Horseshoe Pits: Horseshoe pits shall be constructed and installed as drawn and specified herein:

1. Materials: 2"x8" joists shall be pressure treated pine cut to sizes as shown on drawing. 1"x2"x12" stakes shall be pressure treated pine staked as shown on plans.

Concrete shall be 2500 PSI.

Metal protector shall be 1/16"x1½"x6' flat iron with holes drilled 12" on center and nailed to top of 2"x8" joists.

2. Excavation: The pit area shall be excavated as drawn on the detail sheet in tamped or excavated earth to the bottom of the pit. Excess earth removed from the holes shall be used as fill in other areas or removed from the site.

3. Work Procedure: All lumber shall be cut to sizes shown and directed by Owner prior to installation. 2"x8" joists shall be stained prior to installation and allowed to dry per manufacturer's specifications. Owner shall select brand and color of stain. All four sides of the frame shall be installed as shown on the plans and staked securely to the ground with 1"x2"x12" stakes 3' on center as directed by the Owner. All corners shall be butt jointed and nailed securely. Each side facing the opposite box shall be placed 1" above the finished grade and a 1/16" x1½"x6' metal protector nailed on top. Prior to placing sand, a hole shall be excavated, as shown, and poured with 2500 PSI concrete to hold the solid iron stake in place as positioned on the drawing. The Contractor shall position the stake as shown and brace it as necessary so that after the concrete sets, the stake will maintain the correct position. Six inches of sand shall be placed in the excavated pit and smoothed. All pits shall be approved by Owner and protected until final completion and acceptance of the entire job by the Owner.

4. Basis of Payment: Horseshoe pits shall be paid for at the contract lump sum price installed and complete in place and accepted by the Owner.

D. Drinking Fountain: Drinking Fountain shall be supplied and installed by Owner.

E. Trash Receptacles: All trash receptacles shall be those as specified and manufactured by Victor Stanley, Inc., Dunkirk, Maryland 20754, phone 301/855-8300, or equal. Receptacles shall be model #H22SP, 22 gallon, Spruce 2"x3" slats, permanent mounted, including standard weight plastic container, or equal. Contractor shall bid this item on a unit price basis which shall include all receptacles, freight charges, and installation as shown on the detail sheet and as directed by the Owner. Contractor is advised to order this item as soon as possible to prevent delaying the job. Receptacles shall be installed in the areas shown on the plans and as directed by the Owner. A 12"x24" hole shall be excavated as shown on the drawings. All excavated earth shall be disposed of in a suitable manner. A 2½" I.D. galvanized pipe shall be positioned as shown with a 3/8"x4" machine bolt mounted 4" from the bottom of the pipe as shown. The top of the pipe shall be capped temporarily to prevent concrete from entering the pipe. The pipe shall be positioned and braced and the concrete shall be poured. Top of concrete shall receive a smooth finish. The mounting post that is supplied with the receptacle has 1/8"x2½"x4" metal tab at the base of the mounting post. This tab shall be removed to permit the mounting post to slide into the 2¼' galvanized sleeve. After the concrete has cured, the mounting posts shall be assembled to the trash receptacle and placed in the sleeve. The receptacles shall be protected after completion until the complete job is approved and accepted by the Owner.

F. Chess/Checker Tables: Chess/Checker tables shall be supplied and installed by Owner.

G. Shuffleboard Courts: Shuffleboard courts shall be installed per Section 3, concrete paving, of these specifications. Shuffleboard court surface shall have a rubbed smooth finish free from cracks and holes and approved by the Owner. The playing area of the Shuffleboard courts shall be laid off to the dimensions shown on the plans. All boundary lines and lettering shall be 1" wide black paint as herein specified. The remaining portions of the playing area shall be painted the colors indicated on the color scheme as directed by the Owner and specified by the paint manufacturer. The specific colors shall be determined by the Owner. Paint materials: All paint for this item will be supplied by the Owner and the Contractor shall be responsible for all labor and equipment involved in painting the surface.

H. Fence: The fence surrounding the transformer shall be constructed and installed as drawn and specified herein;

1. Materials: All 2"x4"'s and 4"x4" shall be pressure treated pine cut to lengths shown on the drawings. Plywood shall be ¼" exterior marine. 3/8" paneling shall be rough sawn cedar and 1"x2" stripping shall be rough sawn cedar.

2. Excavation: Footings for posts shall be excavated to the dimensions as shown in tamped or undisturbed earth. Excess earth removed from the holes shall be used as fill in other areas or removed from the site.

3. Work Procedure: The fence shall be laid out with string and stakes prior to beginning work to assure that the posts are located on correct on center distances. The Owner shall approve the layout. The postholes shall be excavated as specified and the posts set in concrete as shown. The concrete shall be allowed at least 24 hours to cure before completing additional work on the fence. The 2"x4"'s at the top and bottom of the fence shall be installed plum and at the on center distances shown using accepted carpentry practices. The plywood, paneling, and stripping shall be installed as shown to match the existing paneling on the multi-purpose building as near as possible. All corners and unusual joints shall be constructed to match a similiar joint on the multi-purpose building if one exists. All such joints shall be approved by the Owner. All carpentry work shall be accepted carpentry practices and shall be approved by the Owner prior to payment.

4. Painting: After the fence has been installed and accepted by the Owner, the entire fence shall receive one coat of Coat Kings Redwood finish with color to match existing building on the site. (Supplied by Olin Seabolt Paint and Wallcoverings, Athens, Georgia). The Contractor shall supply the Owner with color samples so that he may select the one he desires. These samples shall be on 12"x12" rough sawn cedar to provide a true color scheme for the Owners approval. Each sample shall be labeled with the color and the formula used ih the mixture. After the color has been selected, the Contractor shall brush (No spraying allowed) on one coat of the color selected over the entire fence and protect it until dry and accepted by the Owner. Prior to painting, all holes, knots, and nail holes shall be patched and sanded smooth and the fence shall be cleaned of all dirt and oily substances. All painting shall be approved by the Owner.

5. Basis of Payment: Fence shall be paid for at the contract lump sum price, installed and complete in place and accepted by the Owner.

CONSTRUCTION AGREEMENT

STATE OF GEORGIA

CLARKE COUNTY

THIS AGREEMENT, made and entered into on the 11th day of December 1978, by and between the Mayor and Council of the City of Athens, party of the first part (hereinafter called the "Owner"), and Terry Development Corporation, party of the second part (hereinafter called the "Contractor").

WITNESSETH:

That the contractor, for the consideration hereinafter fully set out, hereby agrees with the Owner as follows:

1. That the Contractor will furnish all equipment, tools, materials, skill and labor of every description necessary to carry out and complete in a good, firm, substantial and workmanlike manner, the work specified, in strict conformity with the drawings and the specifications hereinafter set forth, which drawings and specifications, together with the Proposal made by the Contractor, the Advertisement for Bids, Instructions to Bidders and Special Provisions, General Conditions, this Agreement, Performance and Payment Bonds, and all Addenda annexed hereto, shall form essential parts of this Agreement, as if fully contained herein. The work covered by this Agreement includes all work as shown on the drawings, specified and listed in the attached Proposal.

2. That the Contractor shall commence the work to be performed under this Agreement on a date to be specified in a written order of the Owner's Engineer and shall fully complete all work hereunder within 60 consecutive calendar days from said date, except as otherwise provided in these documents for extensions of the above time limit. Time is of the essence of this contract and the Contractor shall pay to the Owner not as a penalty, but as liquidated damages the sum of Twenty five ($25.00) Dollars for each calendar day that he shall be in default of completing the work within the time limit named herein. Because of the difficulty of fixing damages suffered by the Owner on account of such default, damages are herein agreed upon as stated.

3. The Owner hereby agrees to pay to the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications or Proposal, in lawful money of the United States, the sum of Twenty five thousand one hundred fifty five Dollars ($25,155.00).

4. No later than the 15th day of each calendar month, as the work progresses the Owner shall make partial payments to the Contractor on the value of labor and materials incorporated into the work and of materials on hand at the site of the work, except cement and materials subject to deterioration, for, and including the last day of the preceding month, less payments already made and less deductions for any unaccepted or defective work.

5. Upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, final payment on account of this Agreement shall be made within thirty (30) days after the completion by the Contractor of all work covered by this Agreement and the acceptance of such work by the Owner.

6. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety and Payment Bonds hereto attached for its faithful performance, the Owner shall deem the Surety or Sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover performance of the work, the Contractors shall, at his expense, within five (5) days after the receipt of notice from the Owner so to do, furnish additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the Owner. In such event no further payment to the Contractor shall be deemed to be due under this Agreement until such new additional security for the faithful performance of the work shall be furnished in manner and form satisfacrtory to the Owner.

7. That this contract amount is based upon the Contracor's bid proposal of November 8, 1978 utilizing all of the deductable alternatives as shown hereinafter:

CONTRACTORS BASE BID $35,422.00

DEDUCTABLE ALTERNATIVES

Number One	2,238.00
Number Two	252.00
Number Three	1,200.00
Number Four	246.00
Number Five	230.00
Number Six	1,200.00
Number Seven	720.00
Number Eight	4,181.00
TOTAL	$10,267.00 - $10,267.00

CONTRACT PRICE $25,155.00

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month and year first above written in six (6) counterparts, each of which shall, without proof or accounting for the other counterparts be deemed an original contract.

WITNESS (As to Contractor)
Signed and Sealed in the
presence of:

Lois Farnell

*CONTRACTOR

TERRY DEVELOPMENT CORPORATION

By: Don W. Terry

Title: President

ATTEST: (SEAL)

Edward L Terrell
Secretary

(SEAL)

(Recorder)

MAYOR AND COUNCIL OF THE
CITY OF ATHENS

By: (Mayor)

APPROVED AS TO FORM BEFORE EXECUTION

By:
Attorney, for the Mayor
and Council of the City
of Athens

*NOTE: If the Contractor is a corporation, the Agreement shall be signed by the President or Vice President, attested by the Secretary and the corporate seal affixed. If the Contractor is a partnership, the Agreement shall be signed in the Partnership name by one of the partners, with indication that he is a general partner.

PERFORMANCE BOND

CLARKE COUNTY)
) ss:
STATE OF GEORGIA)

KNOW ALL MEN BY THESE PRESENTS, that we Terry Development Corporation, hereinafter known as the "Contractor", as principal, and St. Paul Fire & Marine Insurance Company, as surety, are held and firmly bound unto the Mayor and Council of the City of Athens, hereinafter known as the "Owner", in the penal sum of Twenty-five thousand One Hundred Fifty-five & no/100--Dollars ($ 25,155.00) lawful money of the United States of America, to be paid to the Owner, for the use and benefit of the said obligee, and of all persons doing work or furnishing skill, tools, machinery or materials under or for the purpose of the contract hereinafter named, for which payment, well and truly to be made, we bind ourselves, our successors and our several respective heirs, assigns, executors, and administrators, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED THIS THE 11th DAY OF ~~December~~, 19 78.

WHEREAS, the above bounden Terry Development Corporation by an instrument in writing, bearing even date, with these presents, has contracted with the Owner to furnish all equipment, tools, materials, skill and labor for the completion of the work covered by the following items of the attached Proposal for Senior Citizens Recreation Area, Julius F. Bishop Park, Athens, GA.

All work to be performed in strict accordance with the attached Agreement or Contract and Specifications, which Contract is by reference made a part hereof:

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Terry Development Corporation shall complete the work provided for in said Contract according to terms, and shall save the obligee hereunder free from all costs and charges that may accrue on account of the doing of the work specified in the contract, and shall comply with the laws appertaining to said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

AND THE FURTHER CONDITION OF THIS OBLIGATION IS SUCH THAT IF Terry Development Corporation, as Contractor, shall fully and faithfully perform the work in accordance with the terms of the annexed contract therefor and the plans and specifications therein referred to, and provide the materials therein called for, and replace defective work or material for a period of one year after the completion of this contract, then this obligation shall be null and void; otherwise they, Terry Development Corporation, as Contractor and ~~St. Paul Fire & Marine Insurance Company~~, as Surety, jointly and severally agree to pay the Owner the difference between the sum to which the said Terry Development Corporation, as Contractor, would be entitled in the completion of the Contract, and that which the Owner may be obliged to pay for the completion of the work by Contract or otherwise, and agree to pay any damage, direct or indirect or consequential, which said Owner may sustain on account of such work or on account of the failure of said Contract, properly and in all things to keep and execute the provisions of the Contract.

And the said Terry Development Corporation as Contractor, and ~~St. Paul Fire & Marine Insurance Company~~ as Surety, hereby further bind themselves, their successors, assigns, heirs, executors and administrators, jointly and severally, that they will indemnity and save harmless and will pay all amounts, damages, costs and judgements which may be recovered against, and all expenses incurred by, the Owner and all representatives of said Owner from or arising out of all or any suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work, or any such suit or claim arising from any other act, omission, negligence or misconduct of the Contractor, his agents, representatives, servants and employees in the performance of said work or of the repair of maintenance thereof, or the manner of doing the same, or the neglect of said Contractor, or agents or servants, or the improper performance of the said work by the Contractor or agents or servants, or the infringement of any patent rights by reason of the use of any equipment or materials furnished under the said Contract, and will also pay any damages for delay in performance within the time agreed, as stated in the Contract; further, failure so to do with such persons, firms, partnerships or corporation shall give them a direct right of action against the principal and surety under this obligation.

As the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

Without limiting the effect of any other provisions herein contained, this Bond is to be construed as a statutory bond under the provisions of Section 23-1705 of the 1933 Code of Georgia as amended to date.

IN WITNESS WHEREOF, the said Terry Development Corporation has caused ~~its~~ corporate seal to be hereto affixed, and these presents to be signed in its name by Don W. Terry, President and the said St. Paul ~~Fire & Marine Insurance Company~~ as surety, has caused ~~its~~ corporate seal to be hereto affixed and these presents to be signed in its name by L. L. Scruggs, ~~Attorney-in-fact~~.

(As to Contractor)

Signed, sealed and delivered in the presence of:

Lois Farnell

*CONTRACTOR (SEAL)

TERRY DEVELOPMENT CORPORATION

By: Don W. Terry

(Name) Terry, President (Title)

ATTEST:

Edward L Hewell

Secretary

(As to Surety)

Signed, sealed and delivered in the presence of:

Lee S. Fincher

SURETY (SEAL)

ST. PAUL FIRE & MARINE INSURANCE CO.

By: L. L. Scruggs

Attorney in Fact

L. L. Scruggs

APPROVED AS TO FORM:

City Attorney

COUNTERSIGNED:

By: L. L. Scruggs

Resident Agent

(Resident of Clarke County)

*NOTE: If the Principal is a corporation, the bond shall be signed by the President or a Vice-President, attested by the Secretary and the corporate seal affixed. If the Principal is a partnership, the bond shall be signed in the partnership name by one of the partners, with indication that he is a general partner.

Bond Approved J C Farmer

City Clerk

PAYMENT BOND

CLARKE COUNTY)
) ss:
STATE OF GEORGIA)

KNOW ALL MEN BY THESE PRESENTS, that we Terry Development Corporation, hereinafter known as the "Contractor", as principal, and St. Paul Fire & Marine Insurance Company, as surety, are held and firmly bound unto the Mayor and Council of the City of Athens hereinafter known as the "Owner" in the penal sum of Twenty-five thousand One hundred Fifty-five & no/100--- Dollars ($ 25,155.00) lawful money of the United States of America, to be paid to the Owner, for the use and benefit of the said obligee, and of all persons doing work or furnishing skill, tools, machinery or materials under or for the purpose of the contract hereinafter named, for which payment, well and truly to be made, we bind ourselves, our successors and our several respective heirs, assigns, executors, and administrators, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED THIS THE 11th DAY OF December, 1978.

WHEREAS, the above bounden Terry Development Corporation by an instrument in writing, bearing even date, with these presents, has contracted with the Owner to furnish all equipment, tools, materials, skill and labor for the completion of the work covered by the following items of the attached Proposal for Senior Citizens Recreation Area, Julius F. Bishop Park, Athens, GA. All work to be performed in strict accordance with the attached Agreement or Contract and Specifications, which Contract is by reference made a part hereof:

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Terry Development Corporation and all subcontractors to whom any portion of the work provided for in the attached Agreement or Contract is sublet and all assignees of the said Terry Development Corporation and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, material, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorneys fees, incurred by the claimant or claimants in suite on said bond, then the above obligations shall be void, otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Contractor and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the County in which the work provided for in said contract is to be performed or in any County in which said Contractor or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Contractor and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgement rendered thereon.

(b) The Principal and Surety hereby designate and appoint the CITY CLERK OF ATHENS, GEORGIA as the Agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Contractor and/or Surety.

(c) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said Contract.

(d) This bond is given pursuant to the terms of Section 23-1705 of the 1933 Code of Georgia as amended as all the provisions of law with reference to this character of bond as set forth in said section or as may hereinafter be enacted are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Terry Development Corporation has caused its corporate seal to be hereto affixed, and these presents to be signed in its name by Don W. Terry, President and the said St. Paul Fire and Marine Insurance Company as surety, has caused its corporate seal to be hereto affixed and these presents to be signed in its name by L. L. Scruggs, Attorney-in-fact.

(As to Contractor)

TERRY DEVELOPMENT CORPORATION (SEAL)

*CONTRACTOR

Signed, sealed and delivered in the presence of:

By: Don W. Terry (Name) Terry, President (Title)

Lois Tarnell

ATTEST:

Edward L. Sewell

Secretary

(As to Surety)

Signed, sealed and delivered in the presence of:

Lee L. Fincher

SURETY: (SEAL)

ST. PAUL FIRE & MARINE INSURANCE CO.

By: L. L. Scruggs

Attorney in Fact

L. L. Scruggs

APPROVED AS TO FORM:

City Attorney

COUNTERSIGNED:

By: L. L. Scruggs

Resident Agent

(Resident of Clarke County)

*NOTE: If the Principal is a corporation, the bond shall be signed by the President or a Vice-President, attested by the Secretary and the Corporate seal affixed. If the Principal is a partnership, the bond shall be signed in the partnership name by one of the partners, with indication that he is a general partner.

SET TAB STOPS AT ARROWS

Certificate of Insurance

acord

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

Athens Insurers, Inc.
P. O. Box 626
Athens, GA 30603

COMPANIES AFFORDING COVERAGES

COMPANY LETTER **A** United States Fidelity & Guaranty Company

COMPANY LETTER **B**

NAME AND ADDRESS OF INSURED

Terry Development Corporation
P. O. Box 1552
Athens, GA 30603

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
A	**GENERAL LIABILITY** X COMPREHENSIVE FORM X PREMISES—OPERATIONS X EXPLOSION AND COLLAPSE HAZARD X UNDERGROUND HAZARD X PRODUCTS/COMPLETED OPERATIONS HAZARD X CONTRACTUAL INSURANCE X BROAD FORM PROPERTY DAMAGE X INDEPENDENT CONTRACTORS X PERSONAL INJURY	1CCB38466	12/31/78	BODILY INJURY PROPERTY DAMAGE	$ 500 $ 100	$ * 500 $ 500
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	$	$
				*Applies to Products/Completed Operations Hazard.		$ 500 (PERSONAL INJURY)
A	**AUTOMOBILE LIABILITY** XX COMPREHENSIVE FORM X OWNED X HIRED X NON-OWNED	1CCB38466	12/31/78	BODILY INJURY (EACH PERSON) BODILY INJURY (EACH OCCURRENCE) PROPERTY DAMAGE BODILY INJURY AND PROPERTY DAMAGE COMBINED	$ 500 $ 500 $ 100 $	
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM			BODILY INJURY AND PROPERTY DAMAGE COMBINED	$	$
A	**WORKERS' COMPENSATION and EMPLOYERS' LIABILITY**	1023900434511	12/31/78	STATUTORY $ 100 (EACH ACCIDENT)		
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Covering operations of the insured in the State of Georgia and specifically for The City of Athens, Athens, GA, Senior Citizens Recreation Area, Julius F. Bishop Park.

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

City of Athens
Athens, GA

DATE ISSUED: December 11, 1978

L. L. Scruggs

AUTHORIZED REPRESENTATIVE

7/76

Athens Insurers, Inc.
P. O. Box 6296
Athens, GA 30603

Terry Development Corporation
P. O. Box 1552
Athens, GA 30603

COMPANY LETTER	COMPANIES AFFORDING COVERAGES
A	United States Fidelity & Guaranty Company
B	
C	
D	
E	

A	GENERAL LIABILITY					
A	AUTOMOBILE LIABILITY					
	EXCESS LIABILITY					
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY					
	OTHER					

Covering operations of the Insured in the State of Georgia and specifically for The City of Athens, Athens, GA, Senior Citizens Recreation Area, Urbina P. Bishop Park.

City of Athens
Athens, GA